

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** (this "Agreement"), dated as of _____, 20__ (the "Effective Date"), is by and between Referral Specialists, Inc., a Florida corporation whose address is 233 6th Avenue North, Jacksonville Beach, Florida 32250 (the "Company"), and _____, an individual whose address is _____ (the "Agent").

A. The Company desires to contract with the Agent, and the Agent desires to contract with the Company, to provide the Services (as defined in Section 2).

ACCORDINGLY, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Independent Contractor. The Agent's engagement and provision of the Services shall be as an independent contractor to the Company, and the Agent shall not be an employee of the Company or any of its affiliates for any reason or have any authority to act for or to bind the Company or any of its affiliates in any way, and the Agent shall not represent otherwise to any other individual or entity. As an independent contractor to the Company, the Agent shall be solely responsible for, and shall defend, indemnify and hold the Company and its affiliates harmless from and against, all federal, state, local and provincial income, employment (including self-employment), social security and other similar taxes and levies payable by the Agent on or with respect to its receipt of amounts under this Agreement. The Agent shall adhere to all applicable laws, orders, rules, regulations and ethical standards. The Agent shall not be entitled to the benefits and programs (including unemployment insurance and workers' compensation insurance) that may be provided by the Company or any of its affiliates to its directors, officers, employees or agents.

2. Engagement. During the Term (as defined in Section 5), and in accordance with the terms and conditions contained in this Agreement, the Agent shall act as a real estate agent with the Company and shall facilitate real estate sales exclusively through referrals given to licensed real estate brokers, or sales associates properly licensed with a third party real estate broker, not associated with the Company (the "Services"). Other than performing referral services, Agent agrees that Agent shall not directly represent either buyers or sellers of real estate, list property for sale or otherwise act as a transaction or single agent broker.

3. Obligations of the Agent.

(a) Procedures. During the Term, the Agent shall conform with, and abide by, all policies and procedures set forth by the Company, including promptly and accurately completing all paperwork required by the Company.

(b) Time Devoted. During the Term, the Agent shall devote energies, efforts, interest, abilities and time to the provision of the Services and to the Company's business and affairs as may be reasonably requested by the Company.

(c) Insurance. The Agent shall be responsible, at his or her own expense, for any general liability insurance he or she deems necessary. Any insurance policy under this Section 3(c) shall name the Company as an additional insured.

(d) Business-Related Expenses. The Agent shall pay all of his or her business-related costs and expenses.

(e) Compliance with Laws. The Agent has complied, and shall comply, with all federal, state, local and provincial laws, orders and permits applicable to him or her and to the provision of the Services. Neither the Agent nor any of his or her affiliates acting on his or her behalf, directly or indirectly, has given or agreed to give, or will give or agree to give, any money, gift or similar benefit (other than legal price concessions in the ordinary course of business, consistent with past practice) to any customer, supplier, employee or agent of a customer or supplier, or official or employee of any governmental entity or other individual or entity who was, is or may be in a position to help or hinder the Services (or assist in connection with any actual or proposed transaction) or that might subject the Company or any of its affiliates to any damage or penalty in any suit, action or proceeding.

4. Fees. As consideration for this Agreement:

(a) The Agent shall pay to the Company on or before January 1 of each calendar year, an annual fee of one hundred dollars (\$100); in the event that the Agent is late with payment, Company may automatically terminate this Agreement or waive such late payment and charge Agent a late fee in the amount of twenty-five dollars (\$25.00); and

(b) The Company shall be entitled to twenty percent (20%) of any compensation received by the Company stemming from referrals made by Agent during the Term.

(c) During the Term, the Agent shall be entitled to eighty percent (80%) of any compensation received by Company as a result of referrals made by Agent during the Term.

5. Term. Subject to the applicable terms and conditions contained in this Agreement regarding earlier termination, this Agreement shall be effective for the period (including any extensions thereof, the "Term") commencing on the Effective Date and initially ending on the first anniversary of the Effective Date. Subject to the applicable terms and conditions contained in this Agreement regarding earlier termination, the Term shall be extended automatically thirty (30) days prior to the first (1st) anniversary of the Effective Date, for an additional period of one (1) year, and, thereafter, thirty (30) days prior to each one (1) year anniversary of the Effective Date.

6. Early Termination.

(a) This Agreement may be terminated immediately by the Company for any reason by giving the Agent written notice of such termination. This Agreement shall be deemed to be automatically terminated if the Agent fails to properly maintain the Agent's license as sales associate or broker associate with the State of Florida.

(b) This Agreement may be terminated by the Agent for any reason by giving the Company at least twenty (20) business days' written notice prior to the effective date of such termination.

(c) Anything in this Agreement to the contrary notwithstanding, the Agent may terminate this Agreement at any time for "Company's cause" by giving the Company written notice of such termination. For purposes of this Agreement, "Company's cause" shall mean the Company's (i) continuing breach of any material term or condition contained in this Agreement, or (ii) bankruptcy or insolvency.

(d) On termination of this Agreement pursuant to this Section 6, the Agent shall be entitled to receive any compensation due pursuant to Section 4 upon the same terms set forth therein. Except as expressly provided in this Agreement, the termination of this Agreement shall not terminate or otherwise affect any parties' rights or obligations that existed prior to or on the effective date of such termination; provided, however, that the Company shall not have any obligation to the Agent after the termination of this Agreement for any reason, except for the Company's obligation to pay the broker of the Agent the compensation provided for in this Section 6(d) in the event that the Agent is properly licensed with another broker. In the event that the Agent is not properly licensed for any reason, the Company shall be entitled to retain one hundred percent (100%) of any compensation received by the Company stemming from referrals made by Agent.

7. Terms of Representation.

(a) Limitation of Authority. The Agent shall not make any promises or representations on behalf of the Company or any of its affiliates other than with respect to the provision of the Services and only as approved by the Company. The Agent shall not hold himself or herself out as having the power to make commitments to others on behalf of the Company or any of its subsidiaries nor extend credit in the name of the Company or any of its subsidiaries, except as specifically authorized by the Company in writing. Other than performing referral services, Agent agrees that Agent shall not directly represent either buyers or sellers of real estate, list property for sale or otherwise act as a transaction or single agent broker.

(b) Trademarks, Trade Names and Service Marks. The Agent shall not use or register (either separately or in combination with other marks) the Company's name, trade name or any variant thereof, or any other of the Company's or its affiliates' trademarks, trade names, service marks or similar proprietary rights (collectively, the "Marks") in any corporate or business name. The Agent agrees that the Marks are solely and exclusively the property of the Company and/or its affiliates.

8. Representation and Warranty. The Agent represents and warrants that (i) neither the making of this Agreement by the Agent nor the performance by the Agent of any acts contemplated by this Agreement shall constitute a breach of any other agreement, written, oral, or implied, including employment contracts, to which the Agent is a party or a signatory, individually or as an officer, (ii) during the Term, he or she is duly authorized and licensed pursuant to all applicable laws to provide the Services.

9. Indemnification. The Agent releases, holds harmless and indemnifies the Company and its affiliates and their respective directors, officers, employees and agents, from and against any and all liabilities and claims, including, without limitation, litigation costs and attorneys' fees, on account of injury or death, or damage to or loss of property, which may be caused or be alleged to have been caused, in whole or in part, by the negligence or failure to act by the Agent, or on account of or in any way connected with the performance or non-performance by the Agent of the terms and conditions contained in this Agreement, including claims by the Agent or any employee of the Agent arising under workers' compensation law, unemployment compensation law, or any claim to an employee-employer relationship with the Company.

10. Setoff. The Company shall have the right to offset against any indemnity or other amount owed to the Company by the Agent any payments due to the Agent under this Agreement.

11. The Agent's Covenants and Agreements.

(a) Derogatory Statements. The Agent hereby covenants and agrees that he or she will not, during the Term and for a period commencing upon termination of this Agreement and ending on the second (2nd) anniversary of the termination of this Agreement, make any statements that are derogatory or harmful concerning the Company or its affiliates or any of their respective directors, officers, employees or agents or take any actions that are harmful to the business or affairs of the Company or its affiliates or any of their respective directors, officers, employees or agents.

(b) Licensing. At all times during the Term, the Agent hereby covenants and agrees that he or she will (i) maintain all licenses necessary to provide the Services and (ii) provide all Services in accordance with (A) all applicable rules and regulations of any professional organization to which the Agent is a member and (B) all applicable federal, state and local laws.

(c) Referral Agent Status. At all times during the Term, the Agent hereby covenants and agrees that he or she will not list any real estate for sale, manage any listing for real estate or in any way directly deal with any real estate purchaser or receive compensation for dealing directly from any real estate purchaser. During the Term, Agent covenants that Agent shall not become a member of any association of realtors or multiple listing service, including, without limitation, NEFAR or NEFMLS or the local equivalent in the Agent's market.

12. Equitable Relief. The Agent recognizes and acknowledges that a breach of his or her covenants in Section 11 will cause irreparable and material loss and damage to the Company and/or its affiliates, the amount of which cannot be determined readily and as to which the Company and/or its affiliates will not have an adequate remedy at law or in damages. Accordingly, in addition to any remedy the Company and/or its affiliates may have in damages by an action at law, the Company and/or its affiliates shall be entitled to the issuance of an injunction restraining any such breach or threatened breach or any other remedy at law or in equity for any such breach.

13. Dispute Resolution.

(a) Negotiation. The parties hereto shall attempt in good faith to resolve any dispute arising out of, connected with, related to or incidental to this Agreement (other than a dispute arising out of, connected with, related to or incidental to Section 11, which dispute shall be resolved in a court of law or equity, as applicable) promptly by good faith negotiation. Any party hereto may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after the delivery of such written notice, the parties involved in such dispute shall meet at a mutually acceptable time and place, and thereafter as often as they deem necessary or appropriate, to exchange relevant information and to attempt to resolve such dispute. If such dispute has not been resolved within thirty (30) days after the deemed delivery of the disputing party's written notice, or if the parties involved in such dispute fail to meet within ten (10) business days after the deemed delivery of the disputing party's written notice, any party involved in such dispute may initiate arbitration of such dispute as provided in Section 13(b).

(b) Arbitration. If any dispute arising out of, connected with, related to or incidental to this Agreement (other than a dispute arising out of, connected with, related to or incidental to Section 11, which dispute shall be resolved in a court of law or equity, as applicable) has not been resolved by negotiation as provided in Section 13(a), the parties involved in such dispute shall resolve such dispute by binding arbitration conducted expeditiously in accordance with the CPR's Rules for Non-Administered Arbitration of Business Disputes by a sole arbitrator; provided, however, that if any party involved in such dispute has requested the other party to participate in a non-binding dispute resolution procedure as provided in Section 13(a) and the other party to such dispute has failed to participate in such non-binding dispute resolution procedure, then such requesting party may initiate binding arbitration before the

expiration of the above-stated time period. The Florida Arbitration Code shall govern the arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Unless otherwise agreed to in writing by the parties involved in such dispute, the arbitration shall take place in Jacksonville, Florida. The arbitrator shall not be empowered to award damages in excess of compensatory damages, which shall not include consequential damages, and each party hereto hereby irrevocably waives any damages in excess of such compensatory damages.

(c) Costs and Expenses. The parties involved in dispute resolution procedures pursuant to Section 13(a) and/or Section 13(b) shall bear their respective out-of-pocket costs and expenses incurred in connection with such dispute resolution procedures, including court filing fees, court costs, arbitration fees and costs, witness fees, and reasonable fees and disbursements of outside legal counsel, investigators, expert witnesses, accountants and other professionals (collectively, "Litigation Expenses"), except that the parties involved in such dispute resolution procedures shall share equally the costs and expenses of any neutral third party or arbitrator and the costs and expenses of any facility used in connection with such dispute resolution procedures.

(d) Representation by Counsel. With respect to the non-binding procedures described in Section 13(a), if a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least five (5) business days' prior written notice of such intention and such other negotiator also may be accompanied by an attorney. All negotiations arising out of, connected to, related to or incidental to any non-litigated procedures provided in this Agreement are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence of all applicable jurisdictions.

14. Miscellaneous.

(a) Interpretation; Construction. The use in this Agreement of the word "including" shall mean "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," "hereinafter," and other words of similar import refer to this Agreement as a whole, as the same may be amended, modified, supplemented or restated in accordance with the terms and provisions of this Agreement, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement. All references to articles, sections, subsections, paragraphs, subparagraphs and clauses mean the articles, sections, subsections, paragraphs, subparagraphs and clauses of this Agreement, except as otherwise expressly provided in this Agreement. The title of and the article, section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The use in this Agreement of the masculine, feminine or neuter forms also shall denote the other forms, as in each case the context may require. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

(b) Notices. All notices, requests, documents, reports, returns, payments, demands or other communications delivered pursuant to the terms and conditions contained in this Agreement or any other applicable law, order, rule or regulation shall be in writing and shall be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile, telecopy or other electronic transmission device, or (iv) sent by a nationally-recognized, overnight courier, to the parties hereto at their respective addresses contained in the introductory paragraph of this Agreement (or at such other address for a party hereto as shall be specified by a written notice satisfying the requirements of this Section 14(b)). All such notices, requests,

payments, demands and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by registered or certified mail, on the third (3rd) business day following such mailing, (iii) in the case of delivery by facsimile, telecopy or other electronic transmission device, on the date of such delivery if delivered on a business day, or if not delivered on a business day, then on the next business day after the day delivered, and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next business day delivery, on the business day following dispatch.

(c) Benefits of Agreement; Assignment. All of the terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assignees and affiliates, as applicable. Except as otherwise expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the individuals and entities referred to in the immediately preceding sentence. This Agreement shall not be assignable by the Agent. The Company may assign its rights and obligations under this Agreement to any individual or entity with prior written notice to the Agent.

(d) Remedies; Waiver. The pursuit of any right or remedy by a party hereto shall not be deemed to be an election of such right or remedy and shall not preclude such party from exercising or pursuing any other available right or remedy. Subject to the last sentence of this Section 14(d), each party hereto shall have and retain all rights and remedies existing in his, her or its favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive relief and other equitable relief (including the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any term or provision of this Agreement. To the extent permitted by applicable law, order, rule or regulation, all such rights and remedies (i) shall be cumulative, (ii) shall be in addition to any other rights and remedies provided by applicable law, order, rule or regulation, and (iii) may be exercised concurrently or separately. Nothing contained in this Section 14(d) shall be construed to limit in any way the rights and benefits of, or the remedies available to, any party to this Agreement (i) under or in respect of any other contract or agreement to which such party may be a party, or (ii) in the event of any willful or knowing breach of or default under this Agreement by any other party to this Agreement or for fraud by any other party to this Agreement.

(e) Litigation Expenses. The prevailing party in any action, hearing, investigation, proceeding or suit (individually, a “Proceeding”) brought to enforce the terms and conditions contained in this Agreement shall be entitled to an award of any and all Litigation Expenses incurred by such prevailing party arising out of, connected with, related to or incidental to such Proceeding, which award of Litigation Expenses shall be in addition to any other remedy awarded in such Proceeding.

(f) Governing Law; Mutual Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE DOMESTIC LAWS OF THE STATE OF FLORIDA SHALL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH OTHER JURISDICTION’S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION ORDINARILY WOULD APPLY. AS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR CONDITIONS CONTAINED IN THIS

AGREEMENT. NO PARTY HERETO SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION 14(f) HAVE BEEN DISCUSSED FULLY BY THE PARTIES HERETO, AND THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL NOT BE SUBJECT TO ANY EXCEPTIONS.

(g) Jurisdiction and Venue. Each of the parties hereto hereby irrevocably and unconditionally submits, for himself, herself or itself and his, her or its assets, to the exclusive jurisdiction of any Florida state court or federal court of the United States of America sitting in Jacksonville, Florida, and any appellate court from any such Florida state court or federal court, in any Proceeding arising out of, connected with, related to or incidental to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment arising therefrom, connected thereto, related thereto or incidental thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims with respect to any such Proceeding may be heard and determined in any such Florida state court or, to the extent permitted by applicable law, order, rule or regulation, in any such federal court. Each of the parties hereto hereby agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in any other jurisdiction by a Proceeding on the judgment or in any other manner provided by applicable law, order, rule or regulation. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent he, she or it legally and effectively may do so, any objection that he, she or it now or hereafter may have to the laying of venue of any Proceeding arising out of, connected with, related to or incidental to this Agreement or the transactions contemplated hereby in any Florida state court or federal court of the United States of America sitting in Jacksonville, Florida, or any appellate court from any such Florida state court or federal court. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent he, she or it legally and effectively may do so, the claim or defense of an inconvenient forum to the maintenance of such Proceeding in any such Florida state court or federal court. Each of the parties hereto hereby agrees that the mailing by registered or certified mail, return receipt requested, postage prepaid, of any process required by any such Florida state court or federal court of the United States of America sitting in Jacksonville, Florida, or any appellate court from any such Florida state court or federal court, shall constitute valid and lawful service of process against such party, without the necessity for service of process by any other means provided by applicable law, order, rule or regulation.

(h) Independence of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements contained in this Agreement shall be given independent effect so that if a certain action or condition constitutes a breach of or default under a certain representation, warranty, covenant or agreement, the fact that such action or condition is permitted by another representation, warranty, covenant or agreement shall not affect the occurrence of such breach or default, unless expressly permitted under an exception to such initial representation, warranty, covenant or agreement.

(i) Severability. It is the desire and intent of the parties hereto that the terms and conditions contained in this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any term or condition contained in this Agreement would be held in any jurisdiction to be illegal, invalid, prohibited or unenforceable for any reason, such term or condition, as to such jurisdiction, shall be ineffective, without invalidating the remaining terms and conditions contained in this Agreement or affecting the legality, validity or enforceability of such term or condition in any other jurisdiction. Anything in the immediately preceding sentence to the contrary notwithstanding, if such term or condition could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining

terms and condition contained in this Agreement or affecting the legality, validity or enforceability of such term or condition in any other jurisdiction.

(j) Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original signature page to this Agreement. All such counterparts shall be considered one and the same agreement and shall become effective when two (2) or more counterparts have been executed by each party hereto and delivered (including by facsimile, telecopy or other electronic device) to the other party hereto, it being understood that all parties hereto need not execute the same counterpart. Any counterpart or other signature hereupon delivered by facsimile, telecopy or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

(k) Amendment; Waiver. This Agreement may not be altered, modified, supplemented or otherwise amended except pursuant to an instrument in writing signed by each party hereto. No waiver of any term or condition contained in this Agreement shall be effective unless it is contained in a written document executed by each party hereto; provided, however, that any party hereto may waive any duty, liability or obligation owed to it by the other parties to this Agreement. No waiver by any party hereto of any breach of or default under any covenant or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of or default under any covenant or agreement hereunder, or affect in any way any rights arising out of, connected to, related to or incidental to any such prior or subsequent occurrence.

(l) Entire Agreement. This Agreement contains all of the agreements and other undertakings among the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior agreements and other undertakings among the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

REFERRAL SPECIALISTS, INC.

By: _____
Print Name: _____
Print Title: _____

Print Name: _____