

INTERNET REALTY

Independent Contractor Agreement

This agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between Internet Realty, a Nevada limited liability company ("Broker") and

_____, an independent contractor ("Associate") upon the following:

PREMISES

- A. Broker is a licensed real estate broker in the State of Nevada and Randall S. van Reken (License B.0014549.CORP) is duly authorized to act as its broker from 3951 South McCarran Blvd, Reno, Nevada 89502, or at any other address approved by the Department of Business and Industry, Real Estate Division;
- B. Associate is engaged in business as a real estate licensee, and holds a license issued by the Nevada Department of Business and Industry Real Estate Division; and,
- C. The parties consider it to be to their mutual advantage to enter into this contract upon the following terms and conditions;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed and stated as follows:

AGREEMENT

- 1. Associate agrees to provide real estate services on behalf of Broker as an independent contractor. Associate shall be free to devote to his/her services rendered to Broker such portion of his/her time, energy, effort, and skill as he/she sees fit and to establish his/her own endeavors. Associate shall not be required to keep set office hours, attend sales meetings, or training sessions, or adhere to sales quotas. Associate shall not have mandatory duties except those specifically set out in this Agreement and those required by law. Nothing contained in this Agreement shall be regarded as characterizing Associate as a servant, joint venturer, or partner of Broker.
- 2. Associate acknowledges that all commissions are paid as an independent contractor and Associate has the responsibility for all federal and state income taxes, FICA taxes, Medicare taxes and state business licensing as applicable. Accordingly, Associate shall be responsible for reporting all income earned from Broker pursuant to this Agreement and shall be issued a 1099-NEC for any calendar year gross earnings.

3. Associate transactions shall be limited to the sale of new construction of residential real estate. Broker may approve any other form of real estate transactions in writing.
4. Associate will not be provided any office space by Broker except that Associate shall have access to Broker's conference room. Broker will not provide office supplies or equipment to Associate. Associate shall be solely responsible for the cost of any materials and/or services for which Associate contracts and shall contract for same in their own name. Broker shall not be liable for the payments of said materials and/or services unless prior, written consent has been obtained.
5. Associate shall submit to Broker for written approval all advertising promotional literature of any kind prior to its publication or distribution. All advertising and promotional literature shall conform and comply with local, state, and federal regulations.
6. Broker provides no continuing education or training and Associate acknowledges that he/she is responsible for meeting any and all continuing education requirements in order to maintain their license in good standing. Moreover, Associate shall be responsible for payment of proper fees and filing of appropriate forms for renewal of licensing.
7. Associate shall be responsible for furnishing own automobile, pay all related expenses, and maintain liability and property damage insurance within minimum coverage amount of \$300,000 (three hundred thousand dollars) for each occurrence. IT IS A CONDITION OF THIS AGREEMENT THAT BROKER BE NAMED AS AN ADDITIONAL INSURED IN THE ASSOCIATE'S AUTOMOBILE INSURANCE POLICY AND BROKER SHALL BE NOTIFIED IN THE EVENT OF CANCELLATION OF THE POLICY THROUGH A CANCELLATION NOTICE CLAUSE. Within(2) two weeks of the date of this Agreement, Associate shall provide evidence to Broker that (i) the required coverage exists, and (ii) Broker has been named as an additional insured. Associate agrees to indemnify and hold harmless Broker from any and all liability, including reasonable attorney's fees, in connection with the operation by Associate of any automobile and any failure by Associate to carry and maintain the aforesaid insurance.
8. Broker shall not be liable for any fact or omission of Associate, and Associate shall have no authority to bind the Broker by any promise or representation, unless specifically authorized by Broker in writing on a particular matter. Associate shall immediately notify Broker of any claim, complaint, or litigation arising from the activities of Associate. Associate agrees to pay to Broker \$35 (thirty-five dollars) per transaction for the legal defense fund and/or errors and omissions insurance to be maintained by Broker. This fee may be raised at any time by Broker without prior notification. Associate shall indemnify and hold Broker harmless from all fines, levies, suits, proceedings, claims, actions, or causes of action of any kind and whatsoever nature, including, but not limited to, all costs, court fees, litigation expenses and reasonable attorneys' fees, arising from, out of, in connection with, or incidental to, Associate's activities and operation of real estate business which

is not covered, or is excluded, from the legal defense fund and/or errors and omissions insurance maintained by Broker. Associate acknowledges that in the event he/she has a claim submitted by Broker to legal defense fund and/or errors and omissions insurance carrier, Associate shall be responsible for payment of the deductible in the amount of \$5,000 (five thousand dollars).

9. In the event a complaint is filed against the Associate with the State of Nevada, Department of Business and Industry Real Estate Division, Associate shall be responsible to timely respond to said complaint. Copies of the complaint and Associate's response shall be forwarded to Broker as soon as reasonably possible.
10. Associate shall not split or share with another associate providing services to Broker unless specifically approved in writing by Broker.
11. Associate shall be solely responsible for any and all expenses or reductions in the commission incurred in the negotiation of the sale of any property unless Broker has previously approved in writing the expense or reduction. Any expense or reduction in the commission shall be allocated solely to Associate's portion of the commission.
12. All real estate-related service contracts are the separate and exclusive property of Broker. In the event of termination of this Agreement for any reason whatsoever, all such contracts shall remain the property of Broker.
13. A commission is earned by the Associate and payable by the Broker upon its collection by the Broker. Accordingly, Broker shall pay Associate the appropriate commission due within five (5) business days after such commission has been determined to be collected funds by the bank. The appropriate portion of the commission shall be paid by Broker to Associate provided Associate continues to hold a valid Nevada real estate license and has an Employment agreement which has not been terminated. In the event that at the time a commission is payable, a complaint, dispute or litigation is evident or pending as a result of services provided by the Associate, Broker, in its sole and absolute discretion, reserves the right to retain the commission until settlement of the litigation or dispute. Any commissions paid to the Associate shall be in accordance with the schedule set forth in sections 28 and 29 of this agreement.
14. All purchase contracts, other real estate-related service contracts and other documents in connection with any real estate transaction shall be delivered to Broker by Associate as soon as reasonably practicable but under no circumstances later than five calendar days (or any sooner time frame if one is set forth in Nevada Revised Statutes or Nevada Administrative Code) from the date of execution of the contract. Associate shall not accept payments of cash and all transactions shall be processed through an escrow holder approved by the parties to the transaction. All earnest money, deposit checks, and money orders shall be made payable to the approved escrow holder and copies of the following documents shall be delivered to the Broker prior to disbursement of any fees to Associate:

- a. Earnest money deposit receipts from the escrow company;
- b. Original contracts and addenda and counteroffers;
- c. Escrow instructions;
- d. Duties owed by a Nevada licensee (* NVRED Form #525) and, if applicable Consent to Act (* NVRED Form #524) disclosures;
- e. Seller's real property disclosure statements for residential real estate only (* NVRED Form #547);
- f. Net sheet signed by seller or buyer as applicable;
- g. Warranty forms or waiver;
- h. Commission agreement;
- i. Home inspection Suggestion Form; and,
- j. Residential Disclosure Guide (* NVRED Form #622)
- k. Proof of any required local business licensing.*

* These forms are available to download from the Nevada Real Estate Division website at www.red.state.nv.us or at the Internet Realty website at www.internetrealtyinc.com.

15. This Agreement may be terminated at the will of either party subject to the following conditions:
 - a. Associate shall immediately return to Broker all manuals, materials, forms, sales literature, prospect book, files, signs, keys, and any other such property of the Broker that Associate may have in his/her possession.
 - b. All correspondence, files, documents, and communications between Associate and Broker or other parties concerning information related to transactions, sales, or other business of Broker's are confidential information. Associate shall keep this information strictly confidential and not use such confidential information to Associate's personal benefit or to benefit a third party.
 - c. Associate shall be paid commissions by Broker due to Associate for any escrows existing at the time of termination provided Broker has not terminated the Agreement because of Associate's activity with respect to the then open escrow.
16. Should any provision of this Agreement be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and will continue to be valid and enforceable to the fullest extent by law or equity.
17. Waiver of any rights granted hereunder or the failure to perform any obligations, or the breach of any terms which are waived, will not be considered as a continuing waiver.

18. This Agreement is personal to the parties hereto and may not be assigned, sold or otherwise conveyed by either of them.
19. It is expressly understood and agreed by and between the parties that this Agreement will be governed by, and its terms construed under the laws of the State of Nevada.
20. This Agreement constitutes the entire written Agreement between the parties and supercedes any oral or other written agreement. There will be deemed to be no other terms, conditions, promises, understandings, statements or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by both parties hereto.
21. This Agreement may not be altered or amended by either party without the written consent of the other party.
22. This Agreement has been prepared by the joint efforts of both parties and will be interpreted fairly and simply and not strictly for or against either party.
23. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
24. All of the Broker's rights to recovery and reimbursement shall survive the termination and/or expiration of this Agreement.
25. Affiliation fee of \$120 (one hundred twenty dollars) shall be collected for the administrative servicing of associate's license for the initial 1 (one) year period. Renewal fee will be at a cost of \$140 (one hundred forty dollars) per year.
26. Any required business license fees of the office are paid by the broker. Any state or local business license cost of the Associate shall be borne by the Associate and is the responsibility of the agent to obtain and provide proof of appropriate licensing before any commissions may be paid.
27. Commissions paid on personal transactions will be paid pursuant to the following conditions:
 - a. After 3 (three) transactions Internet Realty will waive its share of any commission toward a personal transaction to which the Associate and/or Associate's spouse are the primary purchasers. Should any Associate purchase a property prior to concluding 3 (three) transactions, Internet Realty's share will be reimbursed on the 4th (fourth) closed transaction. **Please note that outbound referrals do not count towards a transaction.** Once a personal transaction commission has been waived or reimbursed. Each future personal transaction commissions will require three additional transactions to earn the waiver.

- b. Should Associate enter into an agreement for a personal transaction in which there is no commission involved, the Associate must still provide Internet Realty all paper work regarding the transaction as required by law (NRS 645) and/or outlined in this employment agreement. There will be a minimum charge of \$100 (one hundred dollars).
 - c. On a personal transaction or a family related purchase, there will be no legal defense fund or errors and omissions insurance fee charged. There is no coverage provided for these transactions.
28. Commission splits on referrals for both new and experienced Associates will be 80% (eighty percent) of the gross commission paid to the Associate.
29. Commissions splits on sales for new agents will be 50% (fifty percent) of the gross commission paid to the agent for the first 3 (three) closings (not including referrals) and 80% (eighty percent) of the gross commission after the first 3 (three) closings. Commissions splits on sales for experienced agents will be 80% (eighty percent) of the gross commission paid to the agent on all transactions.

IN WITNESS THEREOF, the parties have signed and agreed to the above terms and acknowledge receipt of a copy of this Agreement.

Dated: _____

By: _____
Independent Contractor Associate

Dated: _____

By: _____
Randall S. van Reken, Broker
Las Vegas Administrative Office