

FAMILY VALUE REALTY, LLC
STANDARD GEORGIA COMMUNITY ASSOCIATION MANAGER (CAM)
REFERRAL AGENT CONTRACT

RECITALS:

1. Family Value Realty, LLC (Broker) is a duly licensed real estate brokerage under the laws of the State of Georgia and shall be referenced as Broker throughout this agreement.
2. Independent Contractor is a duly licensed Community Association Manager (CAM) under the laws of the State of Georgia and shall be referenced as Independent Contractor throughout this agreement.
3. It is deemed to be in the mutual interest of Broker and Independent Contractor to enter into this Agreement upon the terms and conditions set forth hereunder (Agreement).

AGREEMENTS:

1. Term. This contract will be renewable at the end of one year from the date noted below which is defined as the Renewal Date. The Independent Contractor will be billed an annual renewal fee of \$250.00. If the Renewal Fee has not been paid 30 days after the Renewal Date, Broker reserves the right to return the Independent Contractor's license to the Georgia Real Estate Commission and be put on inactive status and/or impose a \$20.00 late fee.

a. This agreement is entered "at will" and may be terminated by Independent Contractor at any time for any reason and without cause by notice given to Broker, which notice may be effective immediately. This Agreement may be terminated by Broker, if the onset of the Agreement is obtained by the independent contractor by misrepresentation, false statement or fraud, or for breach of contract by Independent Contractor, by notice of Independent Contractor, which notice may be effective immediately. Breach of contract shall include violation of law, the Commissioner's Rules of the Georgia Real Estate Commission, or the violation of ethics, and failure to comply with any of Broker's policies and regulations including any breach of policy stated in this Independent Contractor Agreement. This Agreement is effective from the date of its initiating and signing by all parties to any commission(s), which accrued prior to such termination. This Agreement is not binding until received and accepted by Broker as acknowledged by signing.

2. Specific Duties of Independent Contractor. Independent Contractor shall be to inform all potential referrals for listings, sales & lease transactions that you are a licensed CAM for Family Value Realty, LLC and you can accept referrals for our licensed agents/brokers. Independent Contractor shall receive referral fees only. Independent Contractor is prohibited from listing real estate and representing buyers or sellers, landlord or tenants and understands and agrees that all real estate business will be referred through the designated Broker only. Further, Independent Contractor shall not present themselves to any person or consumer as having the ability to represent that person as listing agent or buyer's agent at any time. Independent Contractor to properly disclose per Georgia Real Estate Commission guidelines, that their current license is a CAM license and the intent is to refer said party to another licensee for consideration. Independent Contractor to stay current, maintain an understanding and abide by all Georgia Real Estate Commission laws. Current license law can be found at the Georgia Real Estate Commission website: <Http://www.grec.state.ga.us/about/relaw.html>

3. General Duties and Obligations of Independent Contractor. Independent Contractor shall abide by all rules, regulations and laws of the State of Georgia, the Georgia Department of Real Estate, and the applicable local laws and ordinances. Independent Contractor shall perform the duties and responsibilities contemplated by this agreement with the care, skill and diligence that is reasonably expected of a licensed real estate Community Association Manager referral agent in an independent contractor's position. Broker shall rely on the accurate, completeness and competence of Independent Contractor's services performed under this Agreement by fulfilling Broker's contractual commitments to the public. Independent Contractor shall perform the services contemplated under this Agreement in a manner that will increase the goodwill, reputation and business of Broker, and Independent Contractor shall do nothing to disturb, discredit or devalue Broker or Broker's goodwill and business. Prior to making a referral a Independent Contractor must secure written permission from the individual being referred.

4. Duties and Obligations of Broker. During the term of this Agreement, Broker agrees, upon request, to assist Independent Contractor in his/her work by advice and instruction, and agrees to provide full cooperation in every way reasonably possible.

5. Independent Contractor Status. This Agreement does not constitute a hiring by either party; the relationship of the parties of this Agreement is that of an Independent Contractor. This Agreement does not create a partnership or joint venture, and neither party shall be liable for any obligation incurred by the other, except as provided hereunder. Independent Contractor is not an agent, servant employee or partner of Broker and is not required to perform work exclusively for Broker, except that Independent Contractor cannot perform work requiring a real estate license for any other real estate company operating or licensed in Georgia without Broker's written consent.

6. Memberships. Independent Contractor understands that Broker is not a member of any National (NAR), State (GAR), or Local (ABR) Association. As such, Independent Contractor cannot represent them self as a REALTORS. Additionally, Independent Contractor agrees and understands that access to the FMLS is for informational purposes only.

7. Professional and Equal Service. Independent Contractor shall not deny equal professional service to any person for reasons of race, color, religion, sex, handicap, familial status or national origin. Independent Contractor shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status or national origin.

a. Independent Contractor shall volunteer no information regarding the racial, religious or ethnic composition of any neighborhood or any part thereof.

b. Independent Contractor shall not engage in any activity, which has the purpose of including panic selling.

c. Independent Contractor shall not print, display or circulate any statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation of discrimination based on race, color, religion, sex, handicap, familial status or national origin.

d. Any violation of the spirit or provisions of the Federal, State and/or local Fair Housing laws and the Code for Equal Opportunity Housing shall subject the Independent Contractor to discipline which may include termination of this Independent Contractor Agreement.

8. Referral fees and Splits. Unless otherwise agreed upon in a written agreement signed by Broker, real estate referral fees earned by Independent Contractor as a result of Independent Contractor's services as licensed Community Association Manager Referral Agent, shall be paid to Independent Contractor by Broker in accordance with this Agreement. Prior to such payment, Broker shall reduce such referral fees by any amounts deemed by Broker, in accordance with Broker's policies and procedures, to be payable to other participating salesperson or Broker's. Broker shall not be liable for any referral fees not actually paid to and received by Broker. No referral fees shall be paid to Independent Contractor or to any other participating salesperson or broker until such referral fees have actually been paid to and received by Broker. Independent Contractor will only be paid referral fees for real estate transactions for which Broker is paid. Referral fees to be paid out to Independent Contractor from Broker to Independent Contractor will occur only after Broker has received such referral fees, deposited them in their banking account and those checks received have cleared and proved not to be of insufficient funding (typically no more than Ten business days). Broker will not pay Independent Contractor any salary, hourly rate or fixed amount. The split on referral fee received by Broker shall be the following: twenty percent (20%) to Broker and eighty percent (80%) to Independent Contractor.

9. Referral Fee Disputes. Any dispute between Independent Contractor and any other salesperson, Broker, or other person associated with Broker regarding any referral fee or expense shall be resolved by Broker. The decision of broker shall not be liable to any person, or to anyone claiming through such person, for any amounts paid by Broker.

10. Policies and Procedures. Independent Contractor shall abide by all policies established from time to time by Broker. Such policies may be either written or oral. To the extent that any policies adopted by Broker and in conflict with the terms hereof (including but not limited to any policy relating to referral fees), such adopted policies shall control over the terms of this Agreement.

11. Expenses. Independent Contractor shall be responsible for all expenses incurred in connection with the performance of his/her duties under this agreement.

12. License Renewal. Independent Contractor shall be responsible for monitoring and maintaining real estate continuing education requirements and license renewal deadlines and fees as required by the Georgia Real Estate Commission at Independent Contractor's sole expense. In the event real estate license lapses and is not kept current by Independent Contractor, Broker reserves the right to terminate this Agreement without notice. Independent Contractor agrees to hold Broker harmless in the event their real estate license becomes lapsed or inactive due to Independent Contractor's responsibility to maintain continuing education and license renewal requirements by the Georgia Real Estate Commission. Independent Contractor agrees to monitor the current status of their real estate license regularly with the Georgia Real Estate Commission. This information can be found at <http://www.grec.state.ga.us/grec/reonlineserv.html>.

13. Claims or Litigation – Independent Contractor agrees to indemnify and hold harmless Broker and its officers, directors, and employees, whether such officers, directors, and employees are acting in their official capacities or not, (all of the foregoing are collectively and severally referred to herein as the "Indemnified Party") from and against any and all liability, claims, demands, proceedings, obligations, assessments, loss, cost damage and expense, of any nature whatsoever, contingent or otherwise (including, without limitation, any and all judgments, degrees, equitable relief, extraordinary relief, settlements, awards, attorneys' fees, court costs, punitive damages and arbitration costs including

arbitrators' fees) (collectively and severally, "Indemnified Loss") which are incurred, sustained, suffered, or assessed against the Indemnified Party, or all of any combination thereof, because of arising out of, or a result of my disregard or breach of any of the policies or principles of fair dealing with the public as set out in this Agreement. To secure the promise of indemnification, Independent Contractor hereby assign to Broker any referral fees (or advances thereon) otherwise payable to Independent Contractor to the extent necessary to satisfy Broker for any such indemnified Loss. Independent Contractor shall indemnify and hold broker harmless for any losses resulting from the breach of any provision of the Agreement, including, but not limited to, any costs, expenses and fees, including reasonable attorney's fee's incurred through:

- a. Acts or omissions of Independent Contractor giving to any rise to claim, dispute, proceeding or litigation's resulting from any transaction Independent Contractor is or has been involved in, whether or not, or
- b. Independent Contractor acted as a principal or outside the scope of his/her authority as designed in this Agreement.

14. Execution of Instruments. Except as otherwise provided in this paragraph, Independent Contractor shall have no authority to obligate Broker by any promise or representation unless he/she is authorized to do so in writing by Broker.

15. Taxes and Benefits. Independent Contractor shall be solely responsible for the payment of his/her federal and state income taxes and any self-employment taxes, and Broker shall not withhold or pay any such taxes. Independent Contract shall not be entitled to receive retirement benefits, fringe benefits, insurance benefits or any other benefits to which the employees of Broker are entitled. Independent Contractor will not be treated as an employee for federal tax purposes with respect to services performed. Broker is not required to secure worker's compensation insurance and is not required to contribute to the state unemployment fund on behalf of Independent Contractor.

16. Personal Performance. Independent Contractor shall personally perform all duties and obligations imposed upon Independent Contract under this Agreement and no such duties may be performed by any other person without the prior written consent of Broker.

17. Assignment. This Agreement may not be assigned in whole or in part by Independent Contractor without Broker's prior written consent, but Broker may assign it to any successor to its business.

18. Affiliation. Broker is an independent, duly licensed real estate broker in the State of Georgia and is not affiliated with any other brokerage or real estate company.

19. Amendment and Governing Law. This Agreement contains the entire agreement of the parties. Any modifications to this Agreement must be set forth in writing signed by the parities. The laws of the State of Georgia govern this Agreement.

20. Arbitration. Any dispute between Independent Contractor and Broker during the term of this Agreement, or subsequent to termination of this Agreement, arising out of or related to this Agreement, which cannot be resolved by Independent Contractor and Broker, shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association. Broker and Independent Contractor agree to be bound by the arbitration decision.

21. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, all other provisions shall remain in full force and effect.

22. Waiver. The failure of any party to this Agreement to enforce any provision of this Agreement shall not constitute a waiver of such provision or provisions and shall not constitute a waiver of the right to enforce such provision or any provision of this Agreement.

23. Renewal of ICA. Broker Reserves the right to make changes to the ICA and at Broker’s option Independent Contractor may be required to execute a current ICA at the time of annual renewal upon Broker request.

24. IRS Form W-9 & 1099. Independent Contractor must submit a completed IRS Form W-9 to Broker prior to first referral fees being paid from Broker to Independent Contractor on an annual basis. Broker shall issue to Independent Contractor a Federal IRS Form 1099 as required and under the terms of the Internal Revenue Service.

I agree to all the terms and conditions defined in this Agreement and shall abide by them:

Please remember to update GA Real Estate Commission (license law requirement) & Broker if your address changes!

Acknowledgement of GEORGIA COMMUNITY ASSOCIATION MANAGER (CAM) REFERRAL AGENT CONTRACT:

I _____, the undersigned associate licensee do hereby acknowledge that I have read Family Value Realty, LLC’s GEORGIA COMMUNITY ASSOCIATION MANAGER (CAM) REFERRAL AGENT CONTRACT and agree to abide by its provisions during my association with Family Value Realty, LLC. Licensee acknowledges receipt of a copy of this agreement for their records.

Licensee Print Name _____

Licensee Address _____

Licensee City _____ State _____ Zip Code _____

Licensee’s Phone Number _____

Licensee’s Email Address _____

Licensee State License Number _____

Licensee Signature _____

Date _____

FVR Broker/Manager Print Name Marcus Clark

Brokerage State License Number: GEORGIA #H-67145 Iowa #F06025000

FVR Broker/Manager Signature _____

Date _____