

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into between Basement Realty LLC (hereinafter "Basement Realty"), a Florida Limited Liability Company with its principal place of business at 9365 US Highway 19 N, Suite A, Pinellas Park, Florida, 33782 and the licensee whose name appears below (hereinafter "Referral Sales Associate") for and in consideration of the following promises, agreements, and covenants:

WHEREAS, Basement Realty is licensed as a Real Estate Corporation in the State of Florida, and is qualified to and does operate a general real estate referral business and does enjoy the goodwill of, and reputation for, fair dealing with the public; and

WHEREAS, Referral Sales Associate is now engaged in business as a referral real estate sales associate, and has enjoyed, and does enjoy a good reputation for fair and honest dealing with the public as such; and

WHEREAS, it is deemed to be the mutual advantage of Basement Realty and Referral Sales Associate to form the association hereinafter agreed to under the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Referral Sales Associate must possess a current Sales Associate (SL) Real Estate license in the State of Florida. Licensees with a Broker Sales license (BK) cannot join Basement Realty.
2. Referral Sales Associate fully understands that he/she will not be permitted to list, sell, or lease real estate, but will only act in the capacity of a source of referrals.
3. Referral Sales Associate agrees to conduct his/her business so as to conform to and abide by all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate sales professionals in Referral Sales Associate's geographic area.
4. Referral Sales Associate is solely responsible for maintaining his/her license in good standing and in "current" status with the Department of Business and Professional Regulation ("DBPR"), including completion of all required continuing education coursework, paying all licensing fees, and any other necessary actions required by the DBPR. Failure to maintain a license in "current" status will result in the licensee's automatic removal from Basement Realty.
5. Referral Sales Associate is aware that Basement Realty does not, and will not, maintain membership in the National Association of REALTORS® ("NAR"), any State/Local Boards of REALTORS® or Multiple Listing Services. Referral Sales Associates are considered Real Estate Agents or Real Estate Sales Associates and may not utilize any trademark terminology reserved for members of the National Association of REALTORS® ("NAR") including, but not limited to, REALTOR®, REALTORS®, REALTOR-ASSOCIATE® or the REALTOR® block "R" logo.

6. Referral Sales Associate shall pay to Basement Realty an annual \$159 non-refundable administration fee ("Administration Fee"). Referral Sales Associate's initial Administration Fee is due and payable upon executing this Independent Contractor Agreement with Basement Realty. Basement Realty will activate Referral Sales Associate's license upon execution of this Independent Contractor Agreement AND receipt of the \$159 non-refundable Administration Fee. Subsequent annual Administration Fees are due upon Referral Sales Associate's annual renewal date assigned by Basement Realty ("Renewal Date").

7. Basement Realty will send notice of Renewal Date and Administration Fee Renewals to Referral Sales Associate before Renewal Date. Referral Sales Associate is responsible for paying Administration Fee on or before Renewal Date. If Basement Realty has not received payment for Referral Sales Associate's Administration Fee on or before Referral Sales Associate's Renewal Date, Basement Realty reserves the right to, and will, make Referral Sales Associate's license "Inactive" the next calendar day.

- a. Renewal notices will be sent only via email, and it is the Referral Sales Associate's sole responsibility to maintain a working email address, and to update any email address changes within 24 hours in the Referral Sales Associate's online account with Basement Realty.
- b. The annual Administration Fee is \$159.00 per year. From time to time, as Basement Realty deems appropriate, Basement Realty may increase the Administration Fee by providing written notice to Referral Sales Associate in advance of Referral Sales Associate's Renewal Date. If Referral Sales Associate does not cancel this Independent Contractor Agreement prior to Referral Sales Associate's renewal date, then it is automatically understood that Referral Sales Associate agrees to and shall pay the new Administration Fee commencing on the Renewal Date.

8. Basement Realty reserves the exclusive right to negotiate all referral fees with third-party brokers. Referral Sales Associates are not authorized to negotiate referral fees on behalf of Basement Realty under any circumstances.

9. Basement Realty will make reasonable efforts to earn a referral fee of at least 25%. For any referral fees collected by the Broker up to this 25% amount, the Referral Sales Associate will receive 80% of the collected compensation. If the referral fee exceeds 25%, Basement Realty will retain the full amount of the excess above 25%. Basement Realty must earn a minimum of \$150 per transaction.

10. The Referral Sales Associate agrees to provide Basement Realty LLC with all necessary information required by the IRS for issuing a 1099 tax form through Intuit QuickBooks. It is the sole responsibility of the Referral Sales Associate to keep this information up to date. Basement Realty LLC will not issue any referral fees to the Referral Sales Associate unless the required tax

information is on file with Basement Realty LLC before the property's closing.

11. Referral Sales Associate hereby agrees to refer to Basement Realty any and all information regarding potential consumers for the sale, purchase, or lease of real estate (the "Leads"). Subsequent to the referral of the Leads to Basement Realty, Referral Sales Associate shall have no further duties or obligations with respect hereto, except to refrain from interfering with later activities by other parties as are contemplated hereunder. Basement Realty prohibits Referral Sales Associate from negotiating any and all referral commissions. Any unauthorized referral commissions negotiated without Basement Realty's knowledge or approval, regardless of the timing and/or circumstances, will result in Referral Sales Associate receiving only 50% of the collected compensation on that particular referral instead of 80%.

12. Basement Realty will refer all leads to another duly licensed broker serving the market area of the Lead (the "third-party broker"). In certain markets throughout the State of Florida, Basement Realty will refer Leads to Imagine Realty LLC. Basement Realty discloses to Referral Sales Associate that Basement Realty LLC is affiliated with Imagine Realty LLC, a Florida Limited Liability Company with its principal place of business at 9365 US Highway 19 N, Suite A, Pinellas Park, Florida, 33782 and license number CQ1058754. Basement Realty and Imagine Realty LLC are both owned and operated by the same Qualifying Brokers. For all other areas within the State, country, or internationally, third-party brokerages will be selected at the Broker's discretion. Basement Realty does not make any representations regarding the effectiveness or business practices of any brokerage to which a Lead is referred.

Referral Sales Associates will be informed of the identity of the third-party broker to whom the Lead has been referred. Referral Sales Associates acknowledge that Basement Realty is established solely to provide real estate referral services and will not actively participate in the sale, purchase, or leasing of any property. Both parties recognize that Basement Realty endeavors to select highly qualified third-party brokers prior to referring a Lead.

Should a consumer or client independently choose to engage with a different sales associate or broker, a referral fee may or may not be earned. Referral Sales Associates are not permitted to select their own third-party brokers for properties within Florida, unless agreed upon in writing between Basement Realty and Referral Sales Associate prior to Referral Sales Associate submitting the Lead to Basement Realty. However, for properties outside of Florida, Referral Sales Associates may choose their own third-party broker, provided the broker agrees to Basement Realty's referral fee, which must be 25% or higher.

13. Basement Realty agrees to disburse referral fees earned by Referral Sales Associate no later than ten (10) days after the funds received have cleared Basement Realty's bank account. It is mutually agreed upon that Basement Realty will not be liable to Referral Sales Associate for any referral fees not collected. Basement Realty has the sole discretion to decide whether to initiate legal action to pursue the collection of compensation owed by a third-party broker. If Basement Realty elects not to pursue legal action, the Referral Sales Associate will not be entitled to receive any compensation from that referral's transaction.

If Basement Realty decides to initiate legal action to collect compensation owed by a third-party broker, the Referral Sales Associate may request that such action not be taken, in which case Basement Realty will not pursue the collection. If Basement Realty and Referral Sales Associate both agree that legal action to collect compensation owed by a third-party broker shall be initiated, any expenses incurred in the effort to collect a referral fee will be allocated proportionally, with 80% paid in advance by the Referral Sales Associate and 20% by Basement Realty. Should the Referral Sales Associate choose not to or fail to contribute his/her 80% payment upfront within fourteen (14) calendar days of learning the amount required, then Basement Realty will forgo its pursuit of the legal action to collect compensation owed by a third-party broker.

14. Basement Realty shall not be liable to and will not reimburse Referral Sales Associate for any personal or professional expenses of any kind incurred by Referral Sales Associate, or for any of his/her acts. Referral Sales Associate acknowledges that he/she is not an employee nor a partner, but is a Referral Sales Associate with an independent contractor status, with no rights to worker's compensation, salary, pension, sick leave, sick pay, or any other attributes of an employee relationship.

15. Referral Sales Associate recognizes that there are no mandatory referral quotas to meet or any mandatory office hours or sales meetings to attend, and that each associate has his/her own responsibility to purchase and maintain his/her Florida Real Estate license, and all other expenses necessary, and to pay and maintain his/her own auto insurance, hospitalization, or whatever other insurance(s) he/she may choose to maintain and/or expenses that he/she incurs.

16. It is mutually agreed that this contract may be terminated by either party thereto at any time upon written notice given to the other. Such termination, however, shall not divest Referral Sales Associate of any rights to referral fees earned on referrals not yet closed, as long as they close within 60 calendar days of Referral Sales Associate's termination date. Referral Sales Associate is not eligible to receive compensation unless his/her Real Estate license is "current" and "active" with the Florida Department of Business and Professional Regulation (DBPR) at the time of the property's closing. Upon termination of Referral Sales Associate's relationship with Basement Realty, all prospects and referrals submitted to Basement Realty by Referral Sales Associate that have not closed a Real Estate transaction within 60 calendar days of Referral Sales Associate's termination date, shall remain the property of Basement Realty and Referral Sales Associate shall not be entitled to any compensation.

17. Referral Sales Associate shall not, after termination of this Agreement, use to advantage or to the advantage of any other person or corporation, any information gained for or from the files or business of Basement Realty.

18. It is understood that this Agreement is subject to change at the discretion of Basement Realty. Any changes to this Agreement shall be in writing and shall be made available to Referral Sales Associate. If Referral Sales Associate does not agree to be bound by any changes to this

Agreement, then Referral Sales Associate must inform Basement Realty, in writing, of such disagreement. Any notice of disagreement regarding changed terms shall be deemed by all parties to be a termination of the Agreement.

19. This Agreement will be construed under Florida law. If any provision of this Agreement is determined by any Court, arbitrator, or other tribunal to be unenforceable then the remainder of this Agreement shall be enforced as though the unenforceable provision does not exist. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Arbitration Association or other mediator agreed upon by the parties. By executing this Independent Contractor Agreement, Basement Realty and Referral Sales Associate agree that disputes not resolved by mediation will be settled by neutral binding arbitration in Pinellas County, Florida in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

20. The adoption of the Uniform Electronic Transactions Act under §668.50 Fla. Stat. (hereinafter "UETA") and accepted in most other states, as well as the passage of Electronic Signatures in Global and National Commerce Act (hereinafter "ESIGN") at the federal level in 2000, solidified the use of electronic records and electronic signatures in commerce. Referral Sales Associate understands that both UETA and ESIGN provide that electronic records and electronic signatures carry the same weight and legal effect as traditional paper documents and wet-ink or handwritten signatures. A record or signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. §668.50(7)(a) Fla. Stat. A contract may not be denied legal effect or enforceability solely because an electronic record was used in the formation of the contract. §668.50(7)(b) Fla. Stat. Referral Sales Associate understands and agrees that once this Independent Contractor Agreement and any other documents are electronically signed they are legally binding.

Qualifying Broker:

Referral Sales Associate:

Katherine J. Fernandez
Basement Realty LLC

Basement Realty LLC

Date: _____