

Walk-In Real Estate, Inc.
INDEPENDENT CONTRACTOR AGREEMENT

This agreement is to be effective the ____ day of _____, _____, by and between Walk-In Real Estate, Inc. DBA Walk-In Real Estate (hereinafter referred to as Walk-In) and _____ (hereinafter referred to as Contractor) who will do business as a(n):

___ Salesperson ___ Associate Broker

Terms and Conditions of Agreement:

1. Cancellation and Change of Agreement

This agreement can be canceled at any time, for any reason, by either party with written notice. Contractor must obtain acknowledgment from the designated broker prior to severing from Walk-In. At the time of severing Contractor may take any active listings (listings that are not in escrow) with proper documentation from homeowner and Contractor, UNLESS CONTRACTOR IS WITHIN THE WIRED-IN OFFICE COMPENSATION STRUCTURE. At the time of severing, if there are unresolved matters, Contractor agrees to rectify such matters under the conditions of this agreement.

Walk-In may change any part of this agreement with written notice. Those changes only affect the matter described by such notice. Any notice will be sent via fax and/or email to the number/address that Walk-In has on file for Contractor. Walk-In does not need acknowledgement from the Contractor to execute changes (including, but not limited to, termination of agreement).

2. Contractor is an Independent Contractor

Contractor will work for Walk-In (and designated broker) as an Independent Contractor, NOT AS AN EMPLOYEE. Nothing contained in this agreement shall be judged as creating any business relationship (i.e. employer/employee, joint venture, partnership, or shareholder) between parties other than the independent contractor relationship. Contractor shall not be treated as an employee and will be responsible for state and federal taxes, including but not limited to social security, unemployment or any other tax. Contractor shall also be responsible for any costs pertaining to the non-payment of such tax items.

Within this provision, Contractor elects not to be covered by the Workmen's Compensation Policy. Contractor rejects the coverage provided by the Workmen's Compensation Act. Contractor understands and agrees there is no unemployment compensation during and/or after termination of this agreement.

It is the sole responsibility of Contractor to develop and maintain his/her own business. Walk-In does not guarantee Contractor's monetary gain. Any verbal discussion and/or written agreement about Walk-In, or the designated broker assisting Contractor in any manner to produce income is superseded by this provision of this agreement.

3. Contractor Obligations

A. Funds

Contractor will establish and fund his/her own endeavors. Contractor will act independently as to the management of his/her time and efforts. Contractor will be responsible for the timely payment of necessary expenses (such as industry association dues, licensing renewals, pagers, cellular telephones, business cards, etc.) as they become due. Contractor is

not allowed to register for or obtain any bill or expect payment from Walk-In (and/or designated broker) for any license, expense, or product.

Contractor must deposit any and all earnest money with the escrow company within 48 hours of acceptance of the contract by all parties. Contractor must send earnest money receipt to all parties involved as soon as possible. Walk-In does not provide Contractor the option of depositing earnest money into a Broker Account, ALL EARNEST DEPOSITS MUST BE SUBMITTED TO THE ESCROW COMPANY DESIGNATED IN THE TRANSACTION.

Contractor is responsible for setting commission rate (percentage) with client. Although this rate is negotiable with the buyer and/or seller there is a minimum rate that must be charged. Minimum amount contractor must charge must cover brokerage fee due for transaction. Compensation /commission splits are not to be used to compete with any other real estate firm. All fees must come through escrow; under no circumstances will Contractor compensate any buyer/seller during the duration of or after any transaction. Walk-in has the right to withhold any portion of commissions allocated to Contractor. Contractor's compensation will solely be in the form of commission.

A home warranty should be in place at the close of escrow for all home purchases. Contractor shall not be compensated (or be in partnership with) any home warranty companies.

B. Licensing/ Associations

Contractor must keep an active real estate license at all times. Contractor must be a member of the National Association of Realtors, Arizona Association of Realtors, and Multiple Listing Service at all times. Contractor will conduct business under the code of ethics provided by the National Association of Realtors, state and local board of Realtors. All fees associated with obtain and maintaining contractor's real estate license and association's memberships is sole responsibility of Contractor, including but not limited to continuing education courses.

C. Regulations

Contractor must abide to all national, state, and local laws that oversee real estate transactions. This includes (but is not limited to) the Fair Housing Laws of the United States of America and the State of Arizona. Contractor is hereby given notice that Walk-In subscribes to these laws. Any person convicted of violating any provisions of the state and/or federal Fair Housing Laws could lose his/her real estate license. Failure to comply with any real estate law is grounds for immediate dismissal. If Contractor is accused of violating any real estate law, including but not limited to the State and/or Federal Fair Housing Law, it is Contractor's sole responsibility to pay any damages, fees, and/or judgments incurred in a court of law.

Contractor must notify Walk-In of any dispute that occurs while working with Walk-In. Walk-In reserves the right to settle any and all disputes. This settlement is final and Contractor will not pursue any legal actions against Walk-In for the decision made. Contractor must also bring any dispute they have previously been involved in to the attention of Walk-In prior to signing this contract.

Contractor may never hold Walk-In, designated broker, or any other member of Walk-In staff liable for any claims and/or complaints in any manner. Under no circumstances can Contractor hold Walk-In, designated broker, or any other member of Walk-In staff legally responsible for any issue, matter, or other dealings whatsoever. Whether known or not known Contractor will eternally never hold Walk-In, designated broker, or any other member of Walk-In staff accountable for any legal matter, and will forever defend Walk-In, designated broker, and/or any other member of Walk-In staff.

Every client must correctly complete and sign an Arizona Association of Realtors Agency Disclosure and Election form. Contractor must make full written disclosure of Contractor's Agency relationship to all parties involved in a transaction. This must be done upon first contact with the consumer to let the consumer make an informed decision regarding the agency of the brokerage in the proposed transaction. If a client is planning on viewing or purchasing a Walk-In listing Contractor MUST have the clients (both buyer and seller) agree to dual agency representation. All parties involved MUST properly complete and sign an Arizona Association of Realtors Consent to Limited Representation. Any damages (punitive, attorney fees, and any other costs) that arise due to improper agency disclosure is the responsibility of Contractor.

All real estate transactions involving Contractor as the principal must be approved in writing by Walk-In. In such a situation, Contractor must disclose that they are a licensed real estate agent regardless of the location of the real property. Unless otherwise negotiated (in writing) all Contractor owned property must be sold through Walk-In the same as any other property. Contractor may NEVER conceal their license through a third party in order to participate in a real estate transaction. If Contractor is participating in a transaction in which they have personal affiliation (i.e. family member, friend, etc.) with a member of the transaction said relationship must be disclosed and acknowledged in writing by all parties of transaction.

Contractor will abide by the regulations of the "DO NOT CALL LIST." Contractor is responsible for all liability including but not limited to government fines for violating rules of the "DO NOT CALL LIST." Contractor understands that anyone requesting to be put on the "DO NOT CALL LIST" must be added by Contractor by written notice to Walk-In.

Contractor acknowledges that Walk-In will not tolerate sexual harassment. Sexual harassment will be defined as any actions that are deemed inappropriate by Walk-In between Contractor and any person that Contractor comes in contact with. In following our open door policy Walk-In requests that Contractor asks any level of Walk-In Management any question regarding sexual harassment. Any person engaging in sexual harassment will be immediately terminated.

Contractor shall not manage property for others in any capacity, unless written approval has been granted from Walk-In. Contractor may, however, assist in leasing rental properties. In such event Contractor will file proper documentation with Walk-In.

D. Transportation

Contractor must use their own vehicle when conducting any real estate business. This vehicle must be registered in the state of Arizona in Contractor's name. Any blemishes that are currently on Contractor's driving record must be divulged to Walk-In. This includes but is not limited to DUI records, speeding tickets, and or limitations on driver's license.

Contractor must maintain "Business Usage Coverage", a minimum \$100,000/\$300,000 liability and property damage insurance policy on the vehicle that will be used to conduct business. In addition, Walk-In must be named as an additional insured on this policy. **This insurance policy must be proven before this agreement is signed.**

Contractor will abide by all driving laws. Contractor will not do anything that could distract them while driving (i.e. talking on the cell phone.) Contractor agrees to indemnify and hold Walk-In harmless of any and all damages that occur from an auto accident.

4. Walk-In Workspace/ Advertising

Contractor understands and agrees to the "Office Policy and Procedure Manual." If Contractor is using a space allocated by Walk-In they MUST sign "Office Policy and Procedure Form" before they begin using their allotted space.

Contractor is not guaranteed a workspace and/or scheduled office time in any of Walk-In offices. Designating workspace is at the sole discretion of Walk-In.

If Contractor is using a workspace outside of Walk-In office Contractor must use Walk-In's main office address for any client interaction. This includes (but is not limited to) advertising, business cards, and any required systems (i.e. Zip Forms.) In addition, if Contractor elects not to use workspace provided by Walk-In Contractor must have access (in their workspace) to the systems and utensils listed on the **Minimum Requirement Form** provided by Walk-In.

All branch office locations must be approved by Walk-In in writing and the Department of Real Estate.

All advertising **MUST** be approved by Walk-In. Any and all concepts to create business must be approved by Walk-In. Any concept that Contractor develops to create or maintain their business becomes property of Walk-In. This includes but is not limited to websites, postcards, business cards, flyers, signs, etc.. Walk-In's logo must be visible on all forms of advertisement and on all pages of any real estate related website Contractor will use.

Under no circumstances will Contractor use the Wal-Mart name in any advertisement unless approved by Walk-In in writing. Walk-In is allowed to conduct business in a manner negotiated between Walk-In and Wal-Mart. These negotiations **DO NOT** include Contractor. There shall not be an agreement made or an agreement attempted to be made between Wal-Mart and Contractor during duration of this contract and after termination of this contract perpetually. **Wal-Mart shall not be held liable for any legal, tax, or any other issue that arises during the duration of or after the termination of this contract perpetually.**

5. Errors and Omissions

Errors and Omission insurance is paid by Walk-In and is subject to change at any time. Any and all fees (including, but not limited to the hiring of an attorney) associated with an Errors and Omissions claim made due to Contractor is the sole responsibility of Contractor. Walk-In reserves the right to collect such fees by any means necessary. Contractor must notify Walk-In in writing of any issue that may involve an Errors and Omissions claim. Errors and Omissions insurance may not be used as a negotiation tool for compensation.

6. Compensation

Contractor shall not participate in any discussion with any person concerning the commission structure or compensation plan provided by Walk-In, or any other real estate firm. Contractor will not do anything that could potentially harm Walk-In in any way.

The only way to receive commission is by filing completed files to the **SureClose** system. Files are considered complete when deal has been executed, all paper work required in a transaction is uploaded to **SureClose** System, and designated broker has checked file for completeness. Within twenty-four hours of the closing package being in the possession of the designated broker's main office (7975 West Peoria Road, Peoria Arizona 85345) and properly filed, a check will be cut to Contractor, unless otherwise noted by Walk-In. This check will be available to Contractor for seventy-two hours at the main office, if the check remains in the main office for over seventy-two hours it will be mailed to the address on file for Contractor. Walk-In may hold the check longer if requested. However, holiday hours may affect the commission payouts. All efforts will be made by Walk-In to have commission checks available in a timely fashion.

All commission is paid to Walk-In and is earned by Walk-In. Commission will be paid to Contractor in accordance with the commission structure selected at the end of this agreement. Hiring is at the sole discretion of Walk-In. There will be no dispute regarding who is or is not hired by Walk-In.

There shall be penalties for filing late paperwork. There is a \$75.00 per transaction maximum penalty for any missing or late paperwork. Any penalty amount will be deducted from the gross commission amount allocated to Walk-In. Compliance with Walk-in transaction guidelines is required. Failure to comply with Walk-in transaction guidelines after a thirty day written notice sent by certified mail is grounds for immediate dismissal and forfeiture of all commissions for transactions addressed in the certified letter. All documentation and correspondence relating to any and all transactions is and will always remain the property of Walk-In.

FOR LEASES AND REFERRAL COMMISSIONS: For all contractors under any compensation structure a transaction fee of 10% or \$40.00 (whichever is greater) will apply. Leases and referral commissions will not count towards recruitment program credit. Under no circumstances shall the fees for leases and referral commissions be discounted or altered in any way.

It is at the discretion of Walk-in to allow involvement in any recruitment program. Walk-In may only allow Contractor to participate in certain commission structures. Commission structure selected in this agreement is the sole discretion of Walk-In, Contractor will not dispute compensation in any manner. Contractor may only change commission structures with the written permission of designated broker. Any transactions that are still active (in escrow) at the time of change will remain on the commission structure they were started with. At the time of change in commission structure any recruitment credit is erased and can never be retrieved.

Please check the commission structure that you would like to participate in:

WIRED IN OFFICE

WIRED IN

WIRED AFFILIATE (GOLD)

WIRED AFFILIATE (PLATINUM)

BY SIGNING BELOW CONTRACTOR IS STATING THEY UNDERSTAND AND AGREE TO ALL OF THE CONDITIONS OF THIS AGREEMENT. CONTRACTOR IS ALSO STATING THEY UNDERSTAND AND AGREE TO THE WALK-IN REAL ESTATE POLICY AND PROCEDURE MANUAL, WHICH IS PART OF THIS AGREEMENT, AND CAN BE CHANGED AT ANYTIME WITHOUT WRITTEN NOTICE BY WALK-IN. BY SIGNING BELOW CONTRACTOR RELEASES WALK-IN REAL ESTATE INC, WALK-IN REAL ESTATE, DESIGNATED BROKER(S), MANAGEMENT STAFF, HEIRS, SUCCESSORS OF ANY AND ALL LIABILITIES. CONTRACTOR UNDERSTANDS AND AGREES ANY AND ALL DISPUTES PERTAINING TO THIS INDEPENDENT CONTRACTOR AGREEMENT ARE RESOLVED BY WALK-IN IN A MANNER SUITABLE TO WALK-IN, BY SIGNING BELOW THE RIGHT TO DISPUTE WALK-IN IS WAIVED ETERNALLY. CONTRACTOR WILL HELP WALK-IN HANDLE ANY DISPUTES THAT ARISE ETERNALLY. WALK-IN MAY CONTACT CONTRACTOR BY ANY MEANS NECESSARY FOR 7 YEARS AFTER THE TERMINATION OF THIS AGREEMENT.

SIGNATURE OF CONTRACTOR

DATE

PRINTED NAME OF CONTRACTOR

SIGNATURE OF WALK-IN DESIGNATED BROKER

DATE

PRINTED NAME OF WALK-IN DESIGNATED BROKER

DATE 12 MONTH CYCLE WILL COMMENCE

CONTRACTOR NAME PRINTED:

CONTRACTOR ADDRESS:

STREET

CITY

STATE

ZIP

HOME PHONE NUMBER:

CELL PHONE NUMBER:

FAX NUMBER:

OTHER NUMBER _____:

EMAIL ADDRESS:

PERSONAL WEBSITE:

SOCIAL SECURITY NUMBER:

DATE OF BIRTH:

REALTOR® ASSOCIATION YOU BELONG TO:

MLS ID:

AUTO INSURANCE COMPANY:

POLICY NUMBER & EXPIRATION DATE:

NUMBER

EXP. DATE

WHERE YOU REFERRED BY A WALK-IN INDEPENDENT CONTRACTOR - YES/NO

IF YES, WHO (PLEASE SPELL OUT NAME):

ARE THERE ANY TRANSACTIONS CURRENTLY IN ESCROW WITH PREVIOUS BROKER:

YES/NO IF YES HOW MANY? _____

HAVE YOU EVER BEEN SUBJECT TO ANY CIVIL OR DISCIPLINARY ACTION BY ANY ENTITY EVER, IF SO WHAT WAS IT:

YES/NO _____

EMERGENCY CONTACT INFORMATION:
