

CHAPLIN WILLIAM S REFERRAL ASSOCIATES, L.L.C.
5472 First Coast Highway, Suite 1
Amelia Island, Florida 32034
(904) 261-9311 (904) 277-4886 fax

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____,
20____, and effective the _____ day of _____, 20____, by and between
Chaplin William s Referral Associates, L.L.C. (hereinafter referred to as CW RA) whose
address is 5472 First Coast Highway, Suite 1 Amelia Island, Florida, 32034 and
_____ (hereinafter referred to as
"Contractor"), whose mailing address, email address and telephone number is:

_____.

RECITALS:

WHEREAS, the purpose of this Independent Contractor Agreement is to set forth
guidelines, policies and procedures, standards and criteria for CW RA, and

WHEREAS, CW RA is operating a real estate brokerage business in the state of Florida at
the above address organized for the purpose of allowing Florida licensed real estate
agents to maintain active licenses for the sole purpose of securing referral real estate
business, and

WHEREAS, Contractor is not authorized to perform the services of real estate.
Contractor is not authorized to show property, negotiate or write contracts or represent
them selves as, or imply that they are, Realtors or actively listing or representing buyers of
real estate, and

WHEREAS, Contractor's affiliation with CW RA in no way entitles Contractor to use the
facilities or services of any real estate office, and

WHEREAS, Contractor must submit all advertising to CW RA for approval before being
circulated. The material will be reviewed to see that it falls within the guidelines
prescribed by CW RA and the Florida Real Estate Commission. It will then be returned to
Contractor for distribution. All advertising costs will be borne by Contractor. And,

WHEREAS, Contractor will affiliate with CW RA in one of two ways, either as:

1. REFERRAL ASSOCIATE: A Referral Associate uses their sphere of
influence to enable her/him to contact prospective buyers and sellers to determine their

real estate needs. A Referral Associate may also use their sphere of influence to encourage other licensed agents to join CW RA. A Referral Associate can also use their sphere of influence to refer rental property owners who need property management services or renters who need to rent properties. Referral Associates shall obtain as much information as possible about each prospect. These referrals are then to be submitted to CW RA using CW RA's proprietary ORDER S. system (Online Referral Database Entry Reporting System). Referral fees are then paid to the referral agent if a transaction occurs as a result of the referral. Or,

2. ASSISTANT ASSOCIATE: An Assistant Associate is employed solely and directly by a Prudential Chaplin William Realty Realtor. Any and all compensation programs must be presented to and receive written approval by CW RA and Prudential Chaplin William Realty prior to employment of the Assistant Associate by the Prudential Chaplin William Realty agent. An Assistant Associate may give out pertinent information to the general public and/or real estate community, and perform other "non-licensed" activities. The Assistant Associate is not to be actively involved as a licensed sales person in any real estate transaction. Their primary duty of the Assistant Associate is to assist the Prudential Chaplin William Realty full time real estate agent in clerical functions. And,

WHEREAS, regarding referral fees, CW RA will typically charge 25% of the gross commission earned as a result of buyer referrals or seller referrals. Upon the closing of a transaction and receipt of the referral fee, the Contractor will be paid 85% of the referral fee within 5 working days. In addition:

- CW RA will pay the Contractor a \$100 "Bonus" for each real estate licensee they refer who joins CW RA. The \$100 "Bonus" will be added to the Contractor's next referral check earned from the closing of a buyer or seller referral, and
- CW RA will pay the Contractor a \$100 "Bonus" for each rental property owner they refer who contracts with Chaplin William Rentals, Inc. to manage their property. The \$100 "Bonus" will be added to the Contractor's next referral check earned from the closing of a buyer or seller referral, and
- CW RA will pay the Contractor a \$100 "Bonus" for each renter they refer who contracts with Chaplin William Rentals, Inc. to rent a property. The \$100 "Bonus" will be added to the Contractor's next referral check earned from the closing of a buyer or seller referral, and
- "Bonuses" are tracked and paid only when a referral commission check is paid as a result of a buyer or seller referral. It is possible that a Contractor could make real estate agent recruitment referrals, property management referrals, and renter referrals and never get paid for those referrals if the Contractor never refers a buyer or a seller that results in a closed real estate transaction. And,

WHEREAS, regarding administration fees, CW RA normally charges a \$100/year administrative fee, but this fee has been waived through December 31st, 2008, and

WHEREAS, Contractor has been issued, or has applied for, a real estate (Salesman/Broker) license issued by this State and is desirous of availing her/himself of the services, facilities, programs and opportunities offered by CW RA .

WITNESSETH :

NOW , THEREFORE , in consideration of the promises, mutual covenants and agreements herein contained , it is hereby agreed as follows :

1. TERM

Except as otherwise provided in Section 4 below , this Agreement shall be for a period of one (1) year from the effective date written above and may be renewed for additional one (1) year periods by mutual agreement, utilizing the then current CW RA Independent Contractor Agreement, and upon the timely payment by Contractor of the agreed upon fees. In the event no renewal agreement is executed and Contractor continues to work as a referral agent for CW RA , this Agreement shall be deemed to be extended and the parties agree to be bound by all of the terms, provisions and conditions of the Agreement as if it had not expired.

2. INDEPENDENT CONTRACTOR

A. Contractor shall be deemed to be an Independent Contractor. Contractor shall be free to devote to his real estate brokerage business such portion of her/his entire time, energy, efforts and skill, as she/he sees fit. Contractor shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in " floor time". Contractor shall not have mandatory duties except those specifically set out in the Agreement. Further, Contractor shall establish her/his own endeavors, relationship (employer/employee joint venture, partnership, and shareholder) between the parties other than as set forth herein.

B. Contractor has received notice that CW RA has subscribed to the Worker's Compensation Statutes of the State and Contractor has received notice that, as an independent contractor in the State of Florida, she/he is exempt from any and all Worker's Compensation benefits. In the event a Court or arbitrator should find that Contractor has entered into an employer/employee relationship with CW RA (which relationship CW RA expressly denies), Contractor hereby gives CW RA notice that Contractor elects not to be covered by the Worker's Compensation Policy which CW RA has subscribed to and Contractor does hereby waive claim to her/his right of action in common law and under any Statute or other law to recover damage for any injuries sustained in the course of her/his independent contractual relationship. Contractor rejects the coverage provided by the Worker's Compensation Act.

C. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal tax purposes.

3. LIABILITY AND INDEMNIFICATION

CW RA shall not be liable to Contractor for any expenses incurred by him, nor shall Contractor have authority to bind CW RA by any promise or representation, unless specifically authorized in advance and in writing by CW RA. From time to time, claims, complaints or litigation involving CW RA may arise directly from activities of Contractor. Contractor agrees to pay all damages, costs and expenses assessed against or incurred by CW RA in defending or satisfying any claim or judgment imposed against CW RA because of Contractor's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewals or extensions hereof. Further, Contractor agrees to pay all reasonable legal fees and other out of pocket expenses incurred by CW RA that arise from Contractor's activities.

CW RA agrees to work closely with Contractor to keep such expenses at a minimum, but CW RA reserves the right to select the attorney(s) and reserves the right to defend and such complaint, claim or litigation as it, in its sole discretion, sees fit.

Contractor shall indemnify and hold harmless CW RA from all damages, fines, levies, suits, proceedings, claims, actions, or causes of action of any kind and of whatsoever nature, including but not limited to all costs, court costs, litigation expenses and reasonable attorney's fees, arising from, growing out of, in connection with or incidental to Contractor's activities and operation of a real estate business. Maintenance of any insurance required by this Agreement shall not relieve Contractor of liability under this paragraph.

4. TERMINATION

D. By CW RA With Cause. In the event, Contractor violates this agreement or otherwise fails to conduct her/his business in accordance with the terms of this Agreement, CW RA may terminate this Agreement immediately and without notice.

E. By Either Party Without Cause. Either party, without cause, may terminate this Agreement at any time upon giving of fourteen (14) days advance written notice to the other.

F. Effect on Commissions. Contractor shall be entitled to any commission on real estate transactions which were under contract prior to said termination date; provided that such commission shall be paid to him only upon the closing and funding of any such transaction and the complete compliance by Contractor of all obligations under this Agreement upon termination. Contractor shall be entitled to any "Bonuses" earned only if a referral commission check is paid as a result of a buyer or seller referral. It is possible that a Contractor could make real estate agent recruitment referrals, property management referrals, and renter referrals and never get paid for those referrals if the Contractor never refers a buyer or a seller that results in a closed real estate transaction.

G. Upon termination, Contractor agrees not to disclose or furnish any person or entity, any information concerning CW RA clients, customers, properties, prices, policies or relationships, or remove any item belonging to or associated with CW RA, as the same are solely the property of CW RA.

5. MISCELLANEOUS PROVISIONS

H. Any notice required to be given pursuant to this Agreement shall be given in writing and delivered in person, via facsimile or by Certified Mail, Return Receipt Requested, postage prepaid, to the party entitled to receive notice at the address given above. Notices so mailed shall be deemed given as of the time of deposit in the United States. Changes of address may be given in the same manner as other notices.

I. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto; the parties acknowledge that this is the complete and final expression of their Agreement.

J. No waiver of any breach of any conditions herein shall constitute a waiver of any subsequent breach.

K. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. All references hereto to the "State" shall be to the State of Florida.

L. The invalidity or unenforceability of any particular word, sentence, paragraph, subparagraph, or provision of this Agreement shall not affect the validity or enforceability of the other words, sentences, paragraphs, subparagraphs or provisions of the Agreement and this Agreement shall be interpreted in all respects as if such invalid or unenforceable parts were omitted.

M. This Agreement shall become binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

N. CW RA reserves the right to assign, pledge, hypothecate or transfer this Agreement, or its interest herein, provided that Contractor's rights and privileges granted herein shall not be affected.

6. CW RA RESPONSIBILITIES

O. To provide a system for processing Associate's referrals of prospective buyers, sellers, landlords, renters, and real estate agent recruits.

P. To coordinate the follow-up necessary to fulfill the terms of this Agreement.

Q. To pay promptly to Contractor upon receipt by CW RA the fees resulting in a successful referral caused by Contractor.

7. CONTRACTOR'S RESPONSIBILITIES

R. Contractor shall be responsible for all personal expenses, including but not limited to, automobile, travel, insurance, entertainment, food, lodging, license fees and dues, income taxes, withholding taxes and the like, which may result from her/his being licensed and associated with CW RA .

S. Contractor need only devote such portion of her/his time and energy as she/he deems appropriate to the furtherance of her/his real estate brokerage business. However, the time and energy so expended by Contractor shall not alter, or in any way reduce the fees and/or charges for cost and expenses to be paid to CW RA , pursuant to the terms of this Agreement.

T. Contractor is not authorized to perform the services of real estate. Contractors are not authorized to show property, negotiate or write contracts or represent themselves as an active real estate practitioner.

U. Contractor will abide by all laws, rules and regulations of the State of Florida and the Florida Real Estate Commission.

V. Contractor is acting solely as an Independent Contractor associated with CW RA , not as a real estate agent with any related firm.

W. Contractor shall not hire, employ, contract with or for, retain, license or sponsor for license, any "subagent(s)". Contractor shall not license, sponsor for license or hold the license of any real estate salesperson that is not under direct contract with CW RA .

X. Contractor agrees to conduct any activity requiring a real estate license strictly in accordance with the Agreement and the policies, rules and regulations of CW RA .

Y. Refer all prospective buyers, sellers, landlords, tenants and real estate agent recruits as prescribed by CW RA .

Z. Carry public liability insurance on any motor vehicle utilized pertaining to this Agreement in the amount of \$100,000/\$300,000 coverage and to provide such proof of insurance to CW RA .

AA. Will not enter into or sign any real estate listing, contract of sale or lease, or perform any of the services of real estate as defined by the Florida Real Estate Commission.

BB. Will not create or impose any liability actual or otherwise upon CW RA or any of its related entities or persons.

IN WITNESS WHEREOF, the parties hereto, after reading this entire agreement, consisting of seven (7) pages, have executed this Agreement the day and year first written above.

Chaplin Williams Referral Associates, L.L.C. Independent Contractor

By : _____
Date:

By : _____
Date: