

Independent Contractor Agreement

This Independent Contractor Agreement is entered by and between Premier Properties National Referral, LLC (the Broker) and the undersigned (Member) who is sometimes referred to as the “Member,” “me,” “I,” “associate” or “salesperson.” Premier Properties National, LLC and member agree as follows:

General Terms of Agreement

- A. I understand that Premier Properties National Referral, LLC members are independent contractors engaged in the business of referring real estate business to actively licensed real estate brokerages. As such, Premier Properties National Referral, LLC will not withhold taxes.
- B. I understand that as the primary business of Premier Properties National Referral, LLC, I will always protect the good name and reputation of Premier Properties National Referral LLC, and not do anything by action or improper conduct or association, or otherwise, that will damage that name and reputation or cause lack of confidence by the public or other real estate agents.
- C. I understand that as a referral member, I may not list or sell real estate.
- D. I understand that through Premier Properties National Referral LLC, I am not a member of a Board of Realtors in the state of Florida and do not have access to the MLS. Note: the member may be licensed in another state and be a member of the Board of Realtors with access to MLS in the Board’s region.
- E. I understand that I may refer real estate customers to any real estate brokerage by using an approved referral agreement that is signed by me and the receiving broker.
- F. I understand that a copy of the executed referral agreement may be e-mailed, faxed or mailed to Premier Properties National Referral, LLC.
- G. I understand that all earned referral checks shall be made payable to Premier Properties National Referral, LLC.
- H. I understand that I will receive 70% of the gross commission received by PPNR, LLC paid by real estate companies we furnish potential customer to (the referral), which turns into a sale and/or lease. PPNR, LLC will typically receive between 20% to 30% of the gross commission paid by the real estate company. On rental referrals PPNR, LLC may not always receive a commission (referral fee).
- I. I understand that there is NO annual membership fee.

- J. I understand that Premier Properties National Referral, LLC will not be liable to me for any expenses I may incur in carrying out my duties under this Agreement and I will not be liable to Premier Properties National Referral, LLC for expenses Premier Properties National Referral, LLC may agree to provide. I will also pay all state and city business occupation tax or license fees, if applicable.
- K. I understand that I must show proof of me being licensed by the State of Florida and I am responsible to keep my license in good standing. I must also submit copies of my latest continuing education certificates to PPNR, LLC upon completion of course(s).
- L. I understand that Premier Properties National Referral, LLC or I may terminate this agreement at any time, with or without cause, by giving a written notice.

Indemnification of Premier Properties National Referral, LLC

- A. I agree to indemnify and hold harmless Premier Properties National Referral, LLC and it's officers, directors, members, managers and employees, whether such officer, directors, members, managers and employees are acting in their official capacities or not, (all 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, and all judgments, degrees equitable relief, extraordinary relief, settlements, award, attorney's fees, court costs, punitive damages and arbitration fees (hereinafter referred to collectively and severally as the "Indemnified Loss") which are incurred, sustained, suffered, or assessed against the Indemnified Party, or all of a combination thereof, because or arising out of a result of my disregard or breach of any of the policies or principals of fair dealing with the public. To secure my promise of indemnification, I hereby assign to Premier Properties National Referral, LLC for any such Indemnified Loss.

Independent Contractor

- A. I understand that I am an independent contractor under this Agreement which authorizes me to conduct this business. I am free to control my business hours, my choice of customer subject to compliance with all applicable local, state and federal laws, rules and regulations. I further understand that my independent contractor status shall remain intact, notwithstanding any contractor designation or terminology, which may appear on any state license form. However, if the courts decide that, notwithstanding this stipulation, I am an employee of Premier Properties National Referral, LLC, then, I elect and hereby give notice in advance that I reserve all my rights of common law and under the statutes of the state in which I am licensed other than Workmen's Compensation Act, and I will not be bound by the Workmen's Compensation Act of the state in which I am licensed to sell or broker real estate. This stipulation and Agreement shall be binding upon my heirs, executors, administrators and assign.
- B. I promise that I shall not (1) sign any contract, including office or equipment lease, in the name of Premier Properties National Referral, LLC (2) open or continue to have any bank account, checking, savings, or any other investment account in the name of Premier Properties National Referral (3) open any charge or secured credit in the name of Premier Properties National Referrals, LLC (4) negotiate or deposit in my personal account any check, money order or similar instrument made payable to Premier Properties National Referral, LLC or (5) incur any expense in the name of Premier Properties National Referral, LLC.

Premier Properties National Referral, LLC

Compliance with Contracts, Laws, Policies and Guidelines

- A. I agree that I will comply strictly with the laws of the State of Florida in which I am licensed pertaining to real estate brokerage, and other business contracts and all federal, state and local laws, ordinances and regulations governing any such contract or any aspect of my business.
- B. In the event of disputes between Premier Properties National Referral, LLC and member arising under this Agreement, it is agreed that such disputes shall be exclusive resolved by binding arbitration under the Commercial Rules of the American Arbitration Association, with arbitration to occur in Miami Dade County, Florida.

Terms and Termination

- A. Either Member or Premier Properties National Referral, LLC may terminate this Agreement upon written notice at anytime.
- B. Termination of the Agreement shall not terminate any of the continuing rights or obligations of either the Member or Premier Properties National Referral, LLC if the parties contemplated such rights and obligations would survive termination of this Agreement.
- C. If I owe Premier Properties National Referral, LLC any amount at the time of termination of the Agreement or if any amounts become due from me to Premier Properties National Referral, LLC after termination, I authorize Premier Properties National Referral, LLC to deduct these amounts from any commissions or other amounts due to me have been fully paid.

Miscellaneous Provisions

- A. Member expressly represents and warrants that Member has the authority to enter this Agreement and that Member is not or will by no virtue of entering this Agreement or otherwise, be in breach of any other agreements with any other real estate company, agency, association, firm, person or corporation.
- B. The failure to delay by any party hereto or to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any of the rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms thereof. To be effective, any waiver must be in writing and signed by the party granting the waiver and any such waiver shall apply only to the matter on instance so specifically waived.
- C. Titles and headings of sections and subsections and any other parts of this Agreement are for convenience only and are not intended to reflect or restrict, or to encompass all other provisions therein or to interpret or govern such provisions. The provisions themselves shall control.
- D. If any part, section, clause, paragraph, term or provision of this Agreement shall be found to be void or unenforceable by any arbitration proceeding or any court of competent jurisdiction, such finding shall have no effect upon any other part, sections, clause, paragraph, term or provision of the Agreement. All other parts, sections, clauses, paragraphs, terms and provisions shall be given full force and effect.

Premier Properties National Referral, LLC

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- E. The member may not assign any rights or delegate any duties under this Agreement except as expressly herein provide. This Agreement and the rights of the parties there under shall be binding on all the parties there to and their respective heirs, legal representatives and successors, to the extent herein allowed.
- F. As used herein, the masculine and feminine shall also refer, as applicable, to the feminine and masculine.
- G. If any party hereto commences an action or arbitration to enforce any of the provisions hereof, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees and all cost and expenses incurred in connection therewith.
- H. Certain provisions of this Agreement by their nature provide post-termination protection and rights to the parties and accordingly, shall survive termination of the Agreement such provisions in surviving shall be determined by a reasonable construction of and by the nature of the provision.
- I. This Agreement, including any Policies and Guidelines issued in accordance with this Agreement, if any, constitutes the entire agreement and understanding between the parties here to and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon Premier Properties National Referral, LLC.

Executed this _____ day of _____, 20_____

Signature: _____

Printed Full Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Real Estate License Number: _____

Broker's Signature: _____ Date: _____

Vladimir F. Golik