

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between _____.
(hereinafter referred to as the "COMPANY") and _____
(hereinafter referred to as "CONTRACTOR").

1. Duties of Contractor. CONTRACTOR agrees to assist COMPANY as a real estate in procuring listings, sales and leases of immovable property and related activities.

CONTRACTOR agrees that he is an independent contractor and understands that he will have the sole discretion and independent judgment in soliciting, listing, buying, selling and leasing immovable property. CONTRACTOR acknowledges that there is no direction and control by COMPANY. CONTRACTOR shall not solicit, list or assist with the purchase, sale or lease of any immovable property whatsoever with any person, firm or company other than the COMPANY and shall not commit any act designed or intended to be of advantage to the real estate business of any person, firm or company other than the COMPANY without the express written permission of the COMPANY. CONTRACTOR acknowledges that CONTRACT is currently and validly licensed under Louisiana Real Estate License Law.

2. Term. The initial term of this Agreement shall begin on the date hereof (the "effective date of this Agreement") and shall continue for _____ years, subject to the provisions of Paragraph 3 below, except as otherwise provided.

3. Termination. This Agreement shall terminate: (i) upon the expiration of its specified term, unless extended by the written agreement of the parties, (ii) upon the death or disability for more than ninety (90) days of CONTRACTOR, or (iii) upon receipt by either party of thirty (30) days written notice from the other party.

For purposes of this Agreement, "Disability" shall mean: with respect to CONTRACTOR, physical or mental disability, or both, determined to be (or reasonably expected to be, based upon then available medical information) of not less than ninety (90) days' duration or more. The determination (or reasonable expectancy) shall rest upon the opinion of the physician regularly attending the CONTRACTOR. If the COMPANY disagrees with said physician's opinion, the COMPANY may engage at its own expense a physician to examine CONTRACTOR, and CONTRACTOR hereby consents to such examination and to waive, if applicable, any privilege between the physician and the CONTRACTOR that may arise as a result of said examination. If, after conferring, the two physicians cannot concur on a final opinion, they shall choose a third consulting physician whose opinion shall control. The expense of the third consulting physician shall be borne equally by the CONTRACTOR and the COMPANY. "Physician" means a medical doctor.

Upon termination of this Agreement, CONTRACTOR will surrender to COMPANY all confidential information, including, but not limited to, all lists, charts, schedules, reports, financial statements, books and records (and copies thereof) of COMPANY, and any and

all other property belonging to COMPANY which is in CONTRACTOR'S possession or under CONTRACTOR'S control.

4. Fee. CONTRACTOR agrees that his fee will be based strictly on a commission basis and that that commission will be ___% of all _____. CONTRACTOR will assume responsibility for all federal, State and Social Security taxes that are incurred as income received by him under this Agreement. A Form 1099 will be sent to the Internal Revenue Service and CONTRACTOR relating to the work performed hereunder. CONTRACTOR will not be treated as an employee of COMPANY for any purpose.

Any commissions paid to CONTRACTOR pursuant to this Agreement shall be subject to an adjustment in the event that subsequent to said payment the COMPANY shall be required to pay and return all or part of the commission on business for which CONTRACTOR shall have been paid a portion of the commission on such business. The provisions of this paragraph shall continue after termination of this Agreement, and COMPANY shall be entitled to set off against any sums due CONTRACTOR such amount of return commission CONTRACTOR shall owe to the COMPANY hereunder. Set-off against commission shall also continue to be made after termination of this Agreement, for whatever reason, for amounts charged to CONTRACTOR while employed for expenses including but not limited to Errors and Omissions insurance, regardless of whether CONTRACTOR still derives any benefit from same after termination of this Agreement.

[OPTIONAL: If this Agreement is terminated, the COMPANY shall pay CONTRACTOR only unpaid commissions accrued and owing prior to and through the date of termination.]

[Optional: 5. Non-Compete. CONTRACTOR agrees that during his relationship with COMPANY and for two (2) years after the termination of this relationship, CONTRACTOR will not make any solicitations for listings, sales or leases of immovable property to or on behalf any persons or entities which are customers, clients or accounts of the COMPANY in connection with any business activity that competes, or is intended to compete, with the COMPANY, other than on behalf of the COMPANY in the parishes of _____, Louisiana.

CONTRACTOR and the COMPANY acknowledge and agree that the rights of the COMPANY and CONTRACTOR hereunder are unique, and any failure of CONTRACTOR to perform and comply with his obligations under this Section, may cause irreparable harm and injury for which any remedies at law may be inadequate. Accordingly, CONTRACTOR and the COMPANY agree that CONTRACTOR'S actual, threatened or attempted breach of his obligations or covenants set forth in this Section, shall entitle the COMPANY to temporary and permanent injunctions enjoining and restraining such breach, without the COMPANY being required to show actual damages. CONTRACTOR and the COMPANY desire that the provisions of this Agreement be

enforced to the fullest extent permissible under the laws and public policies of the state of Louisiana and any other states in which the COMPANY is conducting business. Accordingly, if any particular portion of this Section is adjudicated as invalid or unenforceable, this Section shall be deemed amended to delete therefrom such portions so adjudicated, such deletion to apply only with respect to the operation of such portion in the particular jurisdiction so adjudicating.]

6. Non-Disclosure of Information. CONTRACTOR agrees that COMPANY may provide CONTRACTOR access to its client, financial and other confidential information in reliance of this Agreement, which constitutes proprietary information to COMPANY. CONTRACTOR shall keep such information strictly confidential, and shall not disclose such information during the term of this Agreement or after the termination of this Agreement.

CONTRACTOR agrees that COMPANY holds certain trade, business and financial information in connection with its business that is proprietary and not public knowledge. CONTRACTOR covenants not to divulge to any party at any time, directly or indirectly, during the term of this Agreement or afterwards such information, unless given permission in writing by the COMPANY. This information includes, but is not limited to, customer lists, trade secrets, documents, financial statements, commission information, correspondence, patents, processes, intellectual property, expenses, pricing, costs, or other information of advantage used by COMPANY.

Neither Company, nor CONTRACTOR, will make, create or retain after termination of this Agreement, any lists of the other's clients or accounts or disclose any other confidential or proprietary information that they may have learned because of their relationship to each other to any other party for any reason or purpose whatsoever. In the event of breach or threatened breach by CONTRACTOR of the provisions of this paragraph the COMPANY shall be entitled to a injunction restraining CONTRACTOR from disclosing, in whole or part, customer lists or other confidential information.

7. Collections. CONTRACTOR shall remit to COMPANY all moneys collected in payment to the COMPANY as soon as practicable. In the meantime, all funds are held in a fiduciary capacity.

[Optional: CONTRACTOR'S expected gross commission production for the first year of this Agreement shall be \$_____. CONTRACTOR'S expected gross commission production for the second year of this Agreement shall be _____. This Agreement shall be terminable at the option of the COMPANY in the event CONTRACTOR fails to meet his expected gross commission production for any year.]

8. Indemnification. It is also understood that CONTRACTOR assumes all liability related to his work performed under this agreement, as well as responsibility for his own health care and the associated expenses therewith. This assumption of liability by CONTRACTOR specifically includes any injuries and /or death of CONTRACTOR.

Accordingly, CONTRACTOR assumes all liability except for that which is excluded by Louisiana Civil Code art. 2004. CONTRACTOR further agrees to hold COMPANY harmless and indemnify COMPANY for any damages or liability whatsoever caused or arising from the performance of this agreement.

9. Miscellaneous Provisions.

9.1 Remedies. If CONTRACTOR breaches the covenants contained herein, COMPANY shall have the right, in addition to all other rights available herein under and by law, to enjoin CONTRACTOR from continuing such breach.

9.2 Governing Law. The validity and construction of this Agreement shall be interpreted and enforced in accordance with the laws of the State of Louisiana.

9.3 Severability. If any part of this Agreement is declared invalid or unenforceable, the parties agree that the remainder of the Agreement shall be afforded full force and effect. The parties further agree that if any part of the covenants agreed to are declared overbroad by a court of competent jurisdiction, such court shall have the authority to reform this Agreement to be enforceable in accordance with the laws and rules of such jurisdiction.

9.4 Terminability. The parties agree that this Agreement is terminable upon thirty (30) days written notice by either party.

9.5 Notice. All notices to be given hereunder shall be in writing and shall be conclusively deemed to have been received by a party seventy-two (72) hours after mailing by certified mail, return receipt requested, or sooner upon actual receipt by the party to whom such notice is addressed. Notices sent by certified mail shall be addressed as follows or at such other address of which either party may notify the other of change of address in accordance with the provisions of this section.

If to COMPANY:

If to CONTRACTOR:

9.6 Attorney Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

9.7. Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto, and supersedes all previous agreements, written or oral, relating to the subject matter hereof, and may not be changed orally, but only by a written instrument to which CONTRACTOR and the COMPANY are both parties.

9.8. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the context otherwise requires.

9.9. Succession and Assignment. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and shall also bind and inure to the benefit of any successor of the COMPANY by merger or consolidation or any assignee of all or substantially all of its properties, but, except as to any such successor or assignee of the COMPANY, neither this Agreement nor any rights or benefits hereunder may be assigned by either party hereto.

[Optional: 9.10 Arbitration. COMPANY and CONTRACTOR agree that any unresolved dispute that may arise under the provisions of this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The written determination of the arbitration shall be final, binding and conclusive on the parties.]

CONTRACTOR ATTESTS THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREES TO ABIDE BY THEM WITH THE UNDERSTANDING THAT ACCEPTANCE OF THESE TERMS IS A PREREQUISITE FOR WORKING WITH THE COMPANY.

CONTRACTOR will indicate CONTRACTOR'S acceptance of these terms by placing CONTRACTOR'S initials at the end of each page of this Agreement and by placing CONTRACTOR'S signature in the space below.

EXECUTED the _____ day of _____, 20____.

_____, **COMPANY**

By: _____
Its Authorized Representative

_____, **CONTRACTOR**
