Real Estate Field Rep

Independent Contractors Agreement

This agreement made this \_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_ month 20\_\_\_ by and between Neighborhood Housing Group, LLC, Whose address is 4607 Charlotte Hwy. Lake Wylie, SC 2971; here after referred to as Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Real Estate Field Rep whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as Contractor.

Terms of Agreement:

This Agreement shall be effective from the date first listed above and until terminated by either party.  This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for any properties currently under contract at time of termination that originated from contractor that close within 30 day from termination of this agreement IF Contractor elects to be paid on commission below. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately with no future compensation due from Company. Contract agrees to return any and all items belonging to company promptly within 5 business days upon termination or non response by contractor.

Purpose:

Subject to the terms of this agreement, the Company engages the Contractor as an independent contractor to perform the services provided under this agreement. The Contractor accepts this engagement. The purpose of this agreement is for Contractor to act as a Field Rep for Company by placing I BUY HOUSES signs and FOR SALE signs and inspecting and taking pictures of potential investments, along with additional tasks as may be requested by company and agreed by Contractor. Contractor is NOT authorized to make offers or place under contract any properties for Company at any time.

Duties of Company:

The company will provide the tools needed for Contractor to help them in performing the tasks outlined in this agreement. Tools will include signs, sign stands, forms, instruction, expectations, resources and guidance. Company will assign Contractor a contact person to work with personally to be their point of contact in performing the tasks outlined.

Duties of Contractor:

1: Post I BUY HOUSES signs provided by company.

2: Take pictures of and inspect properties Company is considering purchasing.

3: Post FOR SALE signs around properties Company has an equitable interest in to sell.

4: Take up any signs required by local governmental officials.

5: Any other services related to acquiring and selling of investment properties in the Contractors local market as may be mutually agreed upon.

Compensation:

1: Contractor will be paid $1 for every sign posted and registered through companies smartphone app as being posted. This includes I BUY HOUSES signs posted and FOR SALE signs posted by contractor around specific properties.

2: Contractor will be paid $15 for every house Contractor performs a field inspection on. A Field Inspection will include taking pictures of the house and filling out an inspection form for the property. Pictures to include: Every room, All mechanical items, Any repair areas noted, all four sides of the house and a street view both ways that shows the neighboring houses. Contractor should take a minimum of 25 pictures but is not limited to 25.

3: Contractor will be paid $1 for every sign that is required to be removed by any governmental officials.

4: OPTIONAL: If contractor elects to be paid on Commission Only based on properties that Company buys and sells from Contractors efforts instead of the pay schedule listed above in 1-3, then Contractor will be paid $500 for every successful closing. If Contractor Elects this option to be paid Commission Only INITIAL HERE\_\_\_\_\_\_\_\_\_\_.

Contractor will be paid by Paypal or mailed a check upon completion of a group of tasks or upon a closing if Commission Only Is Initialed above. Either way the Contractor prefers. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company representative in writing.

Taxes and Insurance:

The Contractor will carry liability insurance related to services performed for the Company under this agreement. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation as would be required in any Independent Contractor relationship.

Confidentiality of Company Information:

Company now owns and will hereafter develop, compile and own certain techniques, trade secrets, and confidential information which have great value in its business (collectively, “Company Information”). Company will be disclosing Company Information to Contractor during Contractor's performance of the Services.  Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services.  Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company.  By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above.  Company Information also includes like third-party information which is in Company's possession under an obligation of confidential treatment.

Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services.  Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without prior written approval of Company.

**Nature of Relationship:**

This is an independent contractors agreement. Company is in no way the employer and contractor is NOT an employee and therefore cannot require contractor to work specific hours or an amount of time.

Governing Law and Attorney’s Fees:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its choice of law principles.  The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in York County, South Carolina.  In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and other expenses.

Binding Effect:

This Agreement shall be binding upon the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.  Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company’s prior written consent which may be withheld as Company determines in its sole discretion.  Any such purported assignment shall be void.

Severability:

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

Entire Agreement:

This Agreement, including the Exhibits if any, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Injunctive Relief:

Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

Contractor’s Remedy:

Contractor’s remedy, if any, for any breach of this Agreement shall be solely in damages of money owed for work performed and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.

Agency:

Contractor is not Company’s agent, employee or representative and has no authority to bind or commit Company to any agreements or other obligations. Contractor is NOT authorized to place under contract any properties for buyer at any time. This is an Independent Contractors Agreement and NOT an employment agreement. Contractor agrees to fill out, sign and return to Company a W-9 form for tax purposes.

Amendment and Waivers:

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound.  The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default.  The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

Indemnification and Hold Harmless:

The undersigned Contractor and their employees, associates, representatives and family members, hereby agrees to defend, indemnify, and hold harmless Neighborhood Housing Group, LLC, and any parent, related company or affiliate of Neighborhood Housing Group, LLC, and all shareholders, managers, members, employees, officers and directors of Neighborhood Housing Group, LLC, or any parent, related company or affiliate of Neighborhood Housing Group, LLC from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges, accidents, injuries and expense including, without limitation, court cost and attorneys fees, of any nature whatsoever that undersigned may suffer, sustain or incur resulting from, arising out of or in any way connected to this Independent Contractors Agreement and/or the duties performed or agreed to perform under this agreement.

Time:

Contractor agrees that time is of the essence in this Agreement.

Notices:

Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, postage prepaid, to the address set forth above.  Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail.  Any party may change its address for such communications by giving notice to the other party in conformity with this section.

THIS AGREEMENT AFFECTS AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE COMPANY’S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. IF YOU DO NOT UNDERSTAND THIS AGREEMENT SEEK LEGAL COUNSEL BEFORE SIGNING.

CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR (Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractors Social Security or Tax ID Number

COMPANY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

COMPANY REPRESENTATIVE (Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature of Company Representative