

**REAL ESTATE SALESPERSON AGREEMENT
(INDEPENDENT CONTRACTOR)**

1-PARTIES

1.1-THIS INDEPENDENT CONTRACTOR AGREEMENT is made and executed on this the 1 (date) Day of 17 (Month), 2020 (Year) by and between:

1.2- Premium G. Realty a company incorporated under the laws of the State of New York and having its principal office at 450 Sunrise Hwy, Rockville Center represented by its _____ (hereinafter referred to as the "Broker") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the "Broker".

AND

1.3- Herbert Overton, an individual, having an Social Security Number: 124-40-1450 residing at 204 Westwood Brentwood NY 11717 (hereinafter referred to as the "Independent Contractor") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Independent Contractor

2. EFFECTIVE DATE

The effective date of this Agreement shall be 1 of 17, 2020 and all rights and obligations of the parties hereunder shall be effective as of that date.

3. TERM OF THIS AGREEMENT

This Agreement is entered into for a time period of _____ (Days / Months / Years) and begins from the effective date to 1/17/2022 unless and until terminated by either of the parties in accordance with the Clause on Termination specified herein.

5. BROKER'S OBLIGATIONS

It is agreed
that:

5.1 The Broker in consideration of the commission which will be split with the Independent Contractor.

5.2 The commission amount would be collected by the Broker and would be transferred in favor of the Independent Contractor within a time period of 10 days from the date of receipt of commission and documents required .

6. TERMINATION

6.1 If the Independent Contractor has committed any breach of the terms specified herein or has failed to conduct his business in accordance with the applicable law then the Broker is entitled to cancel this agreement, with or without notice to the Independent Contractor.

6.2 The Parties may at any time, without cause terminate this agreement after giving
Written notice of 30 days to the
other.

7. ASSIGNMENT

The Independent Contractor shall not assign or otherwise transfer any of the rights and obligations so placed on the Independent Contractor hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

8. INDEMNIFICATION

Independent Contractor agrees to indemnify and hold harmless the Broker, its agents , employees, officers, successors, assigns and any other party deriving title under the term Broker from all fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Independent Contractor activities and operation of a real estate business.

14. GOVERNING LAW AND FORUM

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

15. COMMISSIONS

15.1- Commission is defined as all revenues (percentage or fees) earned in relation to the sale, lease or exchange of real property or any transaction processed through Broker of Record. The standard commission for a sales representative is as follows:

Sales Representative: 85

Broker of
Record: 15

15.2- Leads referred by Broker of Record will be split as follows:

Sales
Representative: 60

Broker of Record
: 40

15.3- Each independent contractor must pay a monthly fee of \$ 50 to Broker of Record. This fee will apply every 1st of the month.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreements pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.


BROKER


INDEPENDENT CONTRACTOR

Name: Dario Rodriguez
Title: Real Estate Broker
Date: 1/8/2020

Name: HERBERT OVERTON
Title: Sales Person
Date: 1-17-2020