

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT (the "Agreement") , made this ____ day of _____, 201__ (hereinafter referred to as "Effective Date") by and between Horowitz Real Estate Inc., having an office at 33-17 Crescent Street, Astoria, New York 11106 (hereinafter referred to as the "Broker") and _____, residing at _____ (hereinafter referred to as the "Sales Associate").

WHEREAS, Broker and Sales Associate are each respectively duly licensed pursuant to Article 12-A of the real Property Law of the State of New York;

WHEREAS, Broker desires to engage Sales Associate to assist Broker, with Sales Associate to be compensated for their efforts by the commissions provided for in this Agreement; and

WHEREAS, Broker and Sales Associate desire to formalize their relationship by freely and voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, and the monies to be paid hereunder, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Broker. For the purposes of this Agreement the term "Broker" shall include individual real estate brokers, real estate brokerage companies, real estate brokerage corporations and any other entity acting as a principal broker and the term "Sales Associate" shall include real estate sales associates and real estate brokers, who, as real estate licensees, associate with and place their real estate license with a principal broker.
2. Independent Contractor. Sales Associate is engaged as an independent contractor associated with the Broker pursuant to Article 12-A of the Real Property Law and shall be treated as such for all purposes, including but not limited to Federal and State Income taxation, withholding tax regulations, Unemployment Insurance and Workers' Compensation coverages. Sales Associate shall not be considered under the provisions of this Agreement or otherwise as having an employee status and is not entitled to participate in any plans, arrangements, distributions by Broker pertaining to or in connection with any pension, stocks, bonus, profit sharing or other benefits for its employees.
3. Scope. Broker retains Sales Associated to act as a real estate broker or real estate salesman for Broker.

4. Duties. Sales Associate agrees to be responsible for the following, and act diligently and use their best efforts to:
 - a. Procure Sales Associate's own leads;
 - b. Sign the Broker's Exclusive Right to Sell and or MLS agreements Agreement with clients
 - c. Determine appropriate marketing plans for the sale and lease of properties; and implement plans.
 - d. Work with assigned leads sourced via website, calls, walk-ins, referrals etc.
5. The Sales Associate hereby agrees to carry out their duties, including, without limitation, the marketing of the Property, in compliance with all Federal, State, Municipal and Local Laws including, without limitation, with respect to discrimination in housing.
6. Work Hours. Sales Associate shall be permitted to work such hours as Sales Associate may elect to work.
7. Licenses. Sales Associate represents that they are a real estate licensee:
 - (i) pursuant to Article 12-A of the Real Property Law of the State of New York;
 - and (ii) under the Long Island Board of Realtors.
8. Territory and Sales of Service. Sales Associate shall have the right to engage in real estate sales [anywhere Broker conducts its business/ in the counties of New York, Long Island...]
9. Broker Cooperation. Broker agrees to cooperate with Sales Associate in their efforts to perform their duties.
10. Supervision. It is agreed that Broker shall not directly or indirectly interfere with the Sales Associate in their work, nor direct the mode or manner in which Sales Associate shall carry out their duties, nor otherwise control or supervise the action or hours of employment of Sales Associate with respect to Sales Associate's performance hereunder.
11. Termination. This Agreement and the association created thereby may be terminated with or without cause by either party hereto at any time upon written notice given by one party to the other.
12. Sales Associate Conduct. The Sales Associate agrees to conduct their business so as to maintain and increase the goodwill of the Broker, performing all duties in conformity to and in compliance with all laws, rules and regulations, and codes of ethics that are applicable to them and the Broker. Broker shall not direct, solicit or be responsible for any of the Contractor's actions or activities. Contractor shall devote his time, energy and skill during business hours to the duties of this

Agreement. Contractor is an independent contractor and is not an employee, servant, partner or joint venturer of Broker.

13. Applicable Standards. Sales Associate hereby acknowledges and agrees that any reasonable standards of professional care and responsibility established by Broker for Sales Associate shall be complied with by Sales Associate and may be enforced against Sales Associate by Broker.
14. Working Location. Sales Associate shall be permitted to work out of Sales Associate's residence or the offices of Broker or any other location in the sole discretion of Sales Associate in accordance with Article 12-A of the real Property Law of the State of New York
15. Broker Facilities. Sales Associate may use Broker's office facilities only for the purpose of fulfilling their duties in connection with this Agreement Access and use of facilities will be at the Broker's complete discretion and approval. All other expenses, including but not limited to automobile, travel, and entertainment expenses, shall be borne by Sales Associate.
16. Training and Sales Meetings. Broker may elect, but shall be under no obligation, to offer initial training and hold periodic sales meetings, the attendance at which by the Sales Associate shall be optional.
17. Insurance. Broker may elect, but shall be under no obligation, to offer a group insurance plan and, if Sales Associate wishes to participate therein, all premiums shall be paid by Sales Associate.
18. No Agency. Broker and Sales Associate both understand Sales Associate is not a partner, joint venture, employee, officer or authorized agent of Broker and, therefore, Sales Associate may not bind Broker orally by any promise or representation, whether orally or by written contract, unless specifically authorized in writing in the particular transaction. Sales Associate shall be responsible for promptly advising all relevant persons of its relationship with Broker. Furthermore, Sales Associate is not authorized to collect, on Broker's behalf, any sums or fees to be paid to the Broker. In the event any such sums or fees are paid to, or received by, Sales Associate, Sales Associate shall immediately remit same to Broker.
19. Expenses. Sales Associate shall not be entitled to reimbursement for expenses incurred in connection with their duties under this agreement. Broker shall not be liable to Sales Associate for any expenses incurred by Sales Associate, including, but not limited to, the cost of transportation and expenses incurred in the solicitation of business.

20. Compensation. Sales Associate: (a) shall be paid a commission based on a percentage of Sales Associate's gross sales, if any, without deduction for taxes, which commission shall be directly related to sale or other output; (b) shall not be entitled to draft against commissions; (c) shall not receive any remuneration related to the number of hours worked; and (d) shall not be treated as an employee with respect to such services for Federal and State Income tax purposes.

21. Commission. Split [See attached Exhibit].

22. No Liability for Compensation. Broker shall not be liable to Sales Associate for any commissions that are not actually received.

23. Compensation Following Termination.

In the event this Agreement is terminated by Broker for "cause" as is determined by Broker in its absolute and sole discretion, Sales Associate shall be entitled to receive compensation for payments actually received by Broker through the date of such termination, and the final compensation payment due to Sales Associate shall be made within ninety (90) days from the date of such termination. Sales Associate shall not otherwise be entitled to receive any other compensation or payments from Broker.

24. Indemnification. Sales Associate shall indemnify, defend and hold harmless Broker from all claims, demands, losses, liability, damages or expenses, including court costs, and attorney fees, which Broker may incur, suffer, become liable for, or which may be asserted or claimed against Broker as a result of any willful misconduct, deceptive practice, misrepresentation, fraudulent acts, intentional omissions or criminal activity of Sales Associate, or arising in any way from Sales Associate's performance or breach hereunder.

25. Sales Associate Has No Proprietary Rights: Confidentiality.

(a) Sales Associate has no proprietary rights to the territories, services or any other aspect of Broker or Broker's business, and Sales Associate shall not be entitled to any such rights by this Agreement or otherwise. Upon termination of this Agreement, for any reason, Sales Associate shall have no claim on territory, marketing plan or any other aspect of Broker or Broker's business.

(b) Sales Associate hereby acknowledges and agrees that all writings, works and other products of Sales Associate's services under this Agreement shall belong to Broker, that such items constitute works made for hire and belong solely to Broker and that Sales Associate has no interest or right therein and Sales Associate shall sign such further instruments that Broker may from time to time request to evidence this fact. Sales Associate hereby grants to Broker all patents, trademarks, service marks, copyrights and other rights in and to any and all

products of the work of Sales Associate under this Agreement.

(c) Sales Associate covenants and agrees that it shall not disclose or utilize, directly or indirectly, any proprietary information, trade secrets, or other information concerning Broker, which was made available to Sales Associate in connection with the Agreement. Sales Associate acknowledges that all such information is confidential, or value, for use in and by Broker, and hereby agrees to keep such information confidential and not to utilize it for their own benefit except in connection with its performance of their duties under this Agreement and to return the same and all copies thereof to Broker immediately upon demand. Sales Associate shall supply its officers, directors, employees and equity owners, if any, with access to such information to be bound by the provisions hereof.

(d) The paragraphs of this Paragraph 27 shall survive the termination of this Agreement regardless of the manner of such termination.

26. Intellectual Property. Sales Associate hereby agrees to and hereby assigns to Broker irrevocably and without the necessity of any additional consideration, all of Sales Associate's right, title and interest in any copyright rights or other intellectual property rights in any property listing posted by Sales Associate in the MLS system or otherwise provided to the MLS. Such right, title and interest shall be deemed assigned as of the moment of creation without any further action on the part of either party. During and after the term of this independent contractor agreement, Sales Associate shall confirm such assignment by executing and delivering such assignments or other instruments and take any action necessary to enable Broker to secure, protect, enforce and defend its copyrights in such data and/or content.

27. Non-Competition. Sales Associate shall not disclose any of the trade secrets, methods, systems, addresses, telephone numbers or other client data, or pricing used by Broker. In the event covenants contained herein are violated by Sales Associate, the parties agree that damages at law, including, but not limited to, monetary damages, will be an insufficient remedy to the other party; and that, in addition to any remedies or rights that may be available to a party, including, but not limited to, the right to sue for monetary damages, the other party shall also be entitled to, upon application to a court of competent jurisdiction, to obtain specific performances and injunctive relief, including, but not limited to, a temporary restraining order or temporary preliminary or permanent injunction to enforce the provisions of this Agreement. In such event, a party shall be entitled to an equitable accounting of all profits or benefits arising out of any such violation. All the rights available under this Agreement and such other remedies and rights of a party are deemed to be cumulative, retained by the party, and not waived by the enforcement of any remedy available hereunder.

28. Right to Change Services or Products. Broker reserves the right to change the nature of its business at any time, with no notice to Sales Associate. If any such

change is made, there will be no further obligation on the part of Broker to make such changes in any contracts entered into prior to the date of the change.

29. Further Compliance: It is the intent of the parties hereto that Sales Associate is retained only as an independent contractor and not as an officer, agent or other employee of Broker. In the event the current or future applicable state or federal laws place Sales Associate's status as an independent contractor in jeopardy or at issue, or the relationship between the parties hereto is such that Sales Associate may not be considered an independent contractor, the parties hereto agree to alter, amend, or otherwise modify this Agreement and their relationship in order to preserve Sales Associate's status as an independent contractor. Moreover, in the event an applicable current state or federal law related to Real Property, or in the future, restrict or prohibit in any way the relationship of the parties created by this Agreement, both parties agree to alter, amend, or otherwise modify this Agreement and their relationship in order to assure compliance with such applicable laws and carry out the intent of this Agreement.

22. Other Agreements. The parties hereby terminate and cancel any prior agreements with each other, whether written or oral, related to the substance hereof. This Agreement contains the entire understanding between the parties hereto, with respect to the transactions contemplated hereby and supersedes in all respects all written and oral understandings and agreement heretofore existing between the parties. Sales Associate acknowledges that no representations or statements have been made, which would modify or tend to modify any provisions of this Agreement.

23. Amendment or Waiver. The Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto. The failure of either party to this Agreement to require performance by the other party or to fail to claim a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement or any part thereof or prejudice either party as regards to any subsequent action. Further, no waiver of compliance with any provision or conditions hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing hereby duly executed by the party hereto sought to be charged with such waiver or consent.

24. Notices. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be effected by hand delivery, in writing, or by certified mail, return receipt requested, to the party entitled to receive the same. Unless otherwise designated in writing, notices shall be addressed to:

Broker, at:
Horowitz Real Estate Inc.
33-17 Crescent Street
Astoria, New York 11106

Sales Associate, at:

25. Assignment. Sales Associate may not assign its rights hereunder without Broker's prior written consent, which may be withheld in Broker's absolute discretion. Broker may assign any and all of its rights and duties under this Agreement without Contractor's consent.

26. Validity. In the event any term of this Contract or provision of this Agreement shall be held to be invalid and unenforceable for any reason whatsoever, the balance of this Agreement shall remain in full effect and any particular provisions which are held to be invalid and unenforceable shall be substituted with a similar or related provision such that the intent of the parties shall be carried out.

27. Construction. The paragraph headings and other titles, names or designations utilized herein are for reference only and shall not be considered in the interpretation of this Agreement. Furthermore, if interpretation of this Agreement is required by any court of competent jurisdiction, it shall not be construed against Broker as the drafter hereof, as Sales Associate acknowledges that he has had ample opportunity to seek counsel, and has in fact, participated in the negotiation and amendment of the terms hereof.

28. Costs of Enforcement. If within twenty (20) days after one party makes a written demand on the other party to comply with the obligations set forth in this Agreement, and compliance and/or reasonable assurances of compliance are not forthcoming and the other party engages the services of an attorney to enforce rights under this Agreement, the prevailing party in any action shall be entitled to recover all reasonable costs and expenses (including reasonable attorneys' and legal assistants' fees before and at trial and in appellate proceedings and in arbitration proceedings).

29. Arbitration. Any and all disputes, controversies and claims arising out of or relating to this Agreement, or with respect to the constitution of this Agreement, or concerning the respective rights or obligations hereunder of the parties hereto and their respective permitted successors and assigns shall be determined by arbitration in New York, New York, in accordance with and pursuant to the then existing rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgement thereon may be entered in any court of the State of New York and federal courts in said State, the jurisdiction of which courts is hereby consented to by the parties for such purposes. The service of any such notice, process, motion, or other document in connection with an arbitration award hereunder may be effectuated either by personal service upon a party or by certified or registered mail.

30. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

31. Binding Agreement. This Agreement and all of its terms, covenants and provisions insofar as applicable, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals, the day and year first written above.

HOROWITZ REAL ESTATE INC.

By: _____
Name: Peter Horowitz
Title: Licensed Real Estate Broker /
President

[Sales Associate]

By: _____
Name:
Title: