Real Estate Consulting Agreement

This **Agreement** made this _____ day of _____ 20____, is by and between _____, Investor, of _____ and _____, Consultant, of _____. In this Agreement, the parties who are contracting to receive services shall be referred to as the “Company” and the party who will be providing the services shall be referred to as the "Consultant".

The Company desires to have services provided by the Consultant. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____20____, the Consultant will provide the following services (collectively, the "Services"): a real estate locator, referral and contact service.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by the Consultant. The Company will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant’s obligations under this Agreement.

3. PAYMENT. The Company will pay to the Consultant a fee in the following two circumstances:

(a) Property Leads. When the Consultant introduces a property to the Company and there is no real estate agent or Realtor already listing the property for sale, and the Company then purchases the property, the sum of $500.00 (“the Fee”) will be paid to the Consultant. The Consultant understands and agrees that the Fee will be paid to Consultant at the time of closing on the said property to a third party. The Consultant understands that every effort will be made by the Company to close on the property in a timely manner.

(b) Realtor Leads. When the Consultant introduces a real estate agent or Realtor to the Company who then engages with and sells properties with and for the Company, the Company agrees to pay to the Consultant the following:

1-5 Properties: 0.5% of the net proceeds of the sale price of said properties.

6-10 Properties: 1% of the net proceeds of the sale price of said properties.

11+ Properties: 1.5% of the net proceeds of the sale price of said properties.

The Company requires the Consultant to provide it with an invoice at the time of closing on the properties, and the Company agrees to provide to the Consultant a draft invoice for this purpose. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that the Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Consultant has not yet been paid.

4. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by the Consultant of the Services required by this Agreement.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to each, and not an employee the Company. The Company's business shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant under this Agreement.

6. EMPLOYEES. The Consultant's employees, if any, who perform services for the Company under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Company, the Consultant shall provide adequate evidence that such persons are the Consultant's employees.

7. CONFIDENTIALITY. The Company recognizes that The Consultant has and will have the following information:

- prices
- costs
- future plans
- business affairs

These and other proprietary information (collectively, "Information") are valuable, special and unique assets of the Company and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that the Consultant will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Company. The Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

8. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that The Consultant has disclosed (or has threatened to disclose) Information in violation of this Agreement, The Company shall be entitled to an injunction to restrain the Consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed, notwithstanding that this Agreement is not exclusive to the Company, and the Consultant shall be allowed to use such confidential information under identical agreement with any other third party who may be interested in purchasing the Company’s Property up to and until the time the Company have entered into their agreement(s) to consummate a financial transaction. The Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the Company: _____

IF for the Consultant: _____

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

Party receiving services:

_____ [Company]

By: _____

Party providing services:

_____ [Consultant]

By: _____