

**REAL BROKER
DEVELOPMENT AND CONSTRUCTION,
PROPERTY MANAGEMENT, AUCTIONEERING,
AND WHOLESALE ADDENDUM**

Name of Agent ("Agent"): _____

Date of Independent Contractor Agreement between Agent and Real Broker:

THIS DEVELOPMENT AND CONSTRUCTION, PROPERTY MANAGEMENT, AUCTIONEERING, AND WHOLESALE AND ASSIGNMENT ADDENDUM ("Addendum") is entered into by Agent, and forms a part of the terms and conditions set forth in the Residential Independent Contractor Agreement (together with all addenda, Terms and Conditions, Privacy Policy, and Policies and Procedures Manual, (the "Agreement") to which Agent is a party.

WHEREAS, the Agreement states that the Agent may not engage in certain activities ("Activities"), including:

- Pursuant to Article 10 of the Residential Independent Contractor Agreement, Agents shall not practice Property Management ("Property Management Activities").
- Pursuant to Article 19 of the Policies and Procedures Manual, an Agent may not engage in real estate development and construction activities ("Development and Construction Activities").
- Pursuant to Article 19 of the Policies and Procedures Manual, an Agent may not engage in auctions relating to real property ("Auctioneering Activities").
- Pursuant to Article 19 of the Policies and Procedures Manual, an Agent may not engage in Wholesaling activities ("Wholesaling Activities").

WHEREAS, Agent has notified Company Agent would like to continue engaging in, or commence engaging in, certain of the Activities; and

WHEREAS, Company is willing to accommodate Agent's request with respect to the Activities, subject to the conditions and agreements of this Addendum;

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Company agree as follows:

1. **Authority.** Agent has full authority and ability to enter into and comply with all of the terms mentioned herein.
2. **Agent Affiliation.** Agent represents and warrants that Agent has affiliated with Company with the individual real estate license(s) issued in Agent's personal name ("Individual License").

3. **Activities.** Agent desires to engage in the following Activities (*mark all that apply*):

- Property Management Activities
- Development and Construction Activities
- Auctioneering Activities
- Wholesaling Activities

4. **Separate Corporate Entity.** Agent agrees to conduct all Activities under a separate corporate entity from Agent's personal name and the separate corporate entity will not be affiliated with Agent's Individual License. The name of the separate corporate entity through which Agent will conduct all Activities is:

_____ ("Corporate Entity").

5. **Insurance Obligations.** The Corporate Entity of Agent shall purchase its own insurance policies for all applicable coverages, including, but not limited to, a professional liability insurance (E&O) policy, necessary for and related to the Activities with minimum limits of One Million Dollars (\$1,000,000) and will add Company's state-registered entity as an additional insured and provide proof of same to the Company. The Corporate Entity will maintain this insurance while Agent is affiliated with the Company. Agent will provide proof of insurance to the Company if requested by an authorized agent of the Company.

6. **Bond Obligations.** Agent shall obtain a payment bond in an amount of \$_____ in a form satisfactory to the Company which shall provide that the Company will have the right to deduct any losses, expenses, costs, fines, penalties, attorney and expert witness fees that the Company incurs related to the Agent's Activities from the payment bond. The Agent will maintain the payment bond during the time that Agent is conducting the Activities while affiliated with the Company and for one year thereafter.

7. **Home Warranty Policy.** If Agent is involved in flipping activities, where Agent's Corporate Entity buys a property, holds onto it for a short time and then sells it, Agent will provide the buyer of that property with a home warranty policy with a minimum of a one-year term.

8. **Compliance with Law.** Agent will conduct all Activities in compliance with all applicable laws, rules, codes, and regulations. Agent acknowledges that Agent is solely responsible for lawful compliance with all Activities.

9. **Intellectual Property.** Agent hereby acknowledges and agrees that Agent shall not use the Company's trademarks, logos, and other intellectual property in connection with advertising, marketing, or conducting the Activities.

10. **Defense and Indemnity.** Agent, individually and on behalf of Agent's separate Corporate Entity, agrees to defend, indemnify, and hold harmless the Company and its affiliates, and their respective brokers, agents, owners, managers, directors, officers, employees, heirs, successors, representatives, and any other person, firm, corporation, or entity bound to defend or pay judgments against them ("Indemnitees") from any and all complaints, proceedings, demands, claims, injuries, damages, liabilities, losses, expenses, costs, fines, penalties, or suits including attorney and expert witness fees (collectively, "Claims"), arising out of or in connection with (i) this Addendum or (ii) Agent's or Agent's separate Corporate Entity's Activities, including without limitation all Claims attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising from Activities and regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee.

- a. **Effect of Indemnification.** The indemnification provided in this Section shall be effective to the maximum extent permitted by applicable law. The express indemnities contained in this Addendum are not exclusive, and the Indemnitees may pursue any other remedy otherwise available to the Indemnitees with respect to the subject matter of this Addendum. The Parties further agree that the indemnity and hold harmless obligation in this Addendum supplements the terms of the Agreement and is an obligation in addition to, and not in lieu of, Agent's indemnity and defense obligations as required by the Agreement.
- b. **Limitations, Invalidity & Severability.** Should any indemnification provisions set forth in this Addendum be limited by any law then applicable to this Addendum, this Addendum shall automatically be deemed amended to provide indemnification under this Addendum to the maximum extent permitted by such applicable law. However, and in any event, if any portion of any provision of this Addendum is held invalid, the invalidity shall not affect the remainder of that provision or any other provisions or application of the Addendum which can be given effect without the invalid application or provision or portion thereof, and to this end the provisions of this Addendum are declared to be severable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date last executed below.

REAL BROKER, LLC

By: _____
Title: Joel Kirsch, VP, Agent Growth and Experience

Date Signed: _____

AGENT

By: _____
Name: _____

Date Signed: _____

CORPORATE ENTITY

By: _____
Name _____
Title: _____
Date Signed: _____

