BROKER-SALESMAN CONTRACT

(*Independent Contractor*)

_____

hereinafter referred to as 'Broker'

AND

_____

hereinafter referred to as 'Salesman'

in consideration of the mutual covenants and promises herein contained, agree as follows:

1. Broker warrants that he is licensed and authorized to act as a Real Estate Broker in the State of Kentucky. Salesman warrants that he is licensed and authorized to act as a Broker-Salesman or a Real Estate Salesman in the State of Kentucky. Each agrees during the term hereof at his own expense to keep his license in full force and effect, and to pay all fees and taxes due the state, county, municipality or other government entity arising out of his activities as Broker or Salesman, and neither shall be liable for the fees or taxes of the other. Failure on the part of either party hereto to keep in effect his said license shall automatically terminate this contract.

2. It is agreed that Broker is duly qualified to and does procure the listing of real estate for sale, lease or rental, and prospective purchasers and lessees therefore, and has and enjoys the goodwill of and a reputation for fair dealing with the public, and also has and maintains an office, properly equipped with furnishings and staff, suitable to serving the public as a Real Estate Broker, and the parties hereto deem it to be to their mutual advan tage to enter into this contract.

3. It is agreed that Salesman has the competence and the ability to perform the functions for which he is licensed with respect to the sale or lease of real estate.

4. Broker agrees to furnish Salesman a desk, with use of a telephone at Broker's office,

_____

Street _____

City _____

*State*_____

and to take calls for Salesman pertaining to the services referred to herein. Broker will also furnish Salesman with such stenographic service as may be required for carrying out Salesman's portion of this contract. It is understood that Broker advertises more or less extensively in the local newspaper and that Salesman will, at Broker's discretion, be mentioned by name in such advertising when appropriate.

5. Broker agrees to make available to Salesman all current listings of the office, except such as Broker may find expedient to place exclusively in the temporary possession of some other broker or salesman, and Broker agrees to assist Salesman in his work by advice and full cooperation in every way practicable. Salesman will have the benefit of the cooperation of Broker in connection with transactions being handled by Salesman.

6. Salesman agrees to work diligently to exert his best efforts to sell, lease, or rent any and all real estate listed with Broker and available to Salesman under the terms of Paragraph 5 above, to solicit additional listings and customers in the name of Broker, and otherwise to promote the business of serving the public in real estate transactions to the end that each of the parties hereto may derive the greatest advantage possible consistent with his professional obligations.

7. The usual and customary commissions shall be charged for any service performed hereunder at rates agreed upon by the parties as shown on schedule appearing on last page hereof, except that Broker shall advise Salesman in advance of any special division relating to any particular transaction which he undertakes to handle. When Salesman shall perform any service hereunder, wherby a commission is earned, the commission shall, when collected, be divided between Broker and Salesman, in which division Salesman shall receive a proportionate share as set out on the last page entitled 'Division of Commissions' and Broker shall receive the balance. In the event of special arrangements with any client of Broker or Salesman on property listed with Broker or controlled by Salesman in which a special division of commission is indicated, such division shall be agreed upon by Broker and Salesman. In the event the two or more salesmen participate in such service, or claim to have done so, the amount of the commission over that accruing to Broker shall be divided between the participating salesmen according to agreement between them, or, in the absence of agreement, by arbitration. In no case shall Broker be personally liable to Salesman, nor shall Salesman be personally liable to Broker, for any commission prior to its receipt, but when the commission shall have been collected from the parties for whom the service was performed, Broker shall pay over to Salesman his proportionate share according to the terms of this contract.

8. The division and distribution of the earned commissions as set out in Paragraph 7 hereof, which may be paid to or collected by the Broker shall take place as soon as practicable after collection of such commissions from the party or parties for whom the services may have been performed.

9. Broker shall not be liable to Salesman for any expense incurred by the latter, nor shall Salesman be liable to Broker for office help or expense insofar as Broker has herein agreed to provide the same. Expenses for attorney's fees and similar costs which may, by reason of some necessity, be payable from commissions, or the attempt to collect a commission, shall be paid by the parties in the same proportion as provided for in the division of commissions. Salesman agrees to furnish transportation at his own expense for prospects which Salesman under this agreement contacts, and to pay at his own expense entertainment costs, club dues, and other expenses incident to the conduct of his services as a Real Estate Salesman. The Salesman shall use his automobile entirely and will maintain an appropriate liablility insurance policy to protect both the Salesman and the Broker in an amount to be agreed upon. The Salesman further agrees to hold harmless and indemnify the Broker from and and all claims of whatsoever nature arising from the use of the Salesman's automobile. Appropriate proof of such liability policy shall be given the Broker.

10. For orderly conduct of the business, Broker reserves the right to assign particular prospects of the office to a broker or brokers or to a salesman or salesmen associated with Broker and such brokers or salesmen shall have the exclusive right together with Broker, to contact such prospects so long as such assignment is in effect Salesman agrees not to interfere with such assignments to other brokers or salesmen or with Broker and other brokers or salesmen in handling the same. Salesman shall have entire discretion as to the handling of 'leads' and prospects assigned to him and as to the conduct of Salesman's services as salesman hereunder, and as to the means of securing listings, handling prospects, and consummating negotiations.

11. This contract and the association created hereby, may be terminated by either party hereto at any time upon notice given to the other; but the rights of the parties to any commissions or division thereof which accrued prior to the time of said notice shall not be divested by the termination of this contract.

12. Salesman shall not, after the termination of this contract, use to his own advantage, or the advantage of any competing person or corporation, any information gained for or from files or business of Broker and not generally known.

13. Salesman agrees to save Broker harmless in the event the Broker is required to respond in damages by reason of any misrepresentations, promises or untrue statements made by Salesman during the life of this contract and during the course of negotiations with and as an inducement to any party to a real estate transaction handled by Salesman.

14. It is understood that, during the existence of this contract, Broker shall have the right to instruct Salesman as to the services he is to perform but shall not have the right to instruct Salesman as to the manner in which they are to be performed, and that the relationship of Salesman to Broker is that of an independent contractor, and Salesman shall not be treated as an employee with respect to services performed hereunder for federal tax purposes.

15. It is specifically understood that the Salesman is an independent contractor and that no taxes of any type, social security or unemployment insurance benefits, shall be collected on the Salesman's behalf by the Broker.

16. It is further understood that Broker is a member of the Greater Louisville Association of REALTORS and the Kentucky Association of REALTORS, and that Salesman shall conduct his business according to the By-Laws and code of ethics of the above mentioned organizations. Salesman shall be entitled to any benefits that may accrue from Broker's membership in the above mentioned organizations.

IN WITNESS WHEREOF, the parties hereto have signed, or caused to be signed, these presents, this_____

day of _____, 20_____

_____

Salesman Firm Name

By_____

Broker

DIVISION OF COMMISSIONS

(See Paragraph 7 of this Contract)