



INDEPENDENT CONTRACTOR AGREEMENT
For Real Estate Property Scouts

THIS AGREEMENT is made and entered into as of the _____ day of _____ 20____, by and between:

The Claiborne Real Enterprises ("Company"),
A Real Estate Investment Company having its principal office at
P.O. BOX #256 Rosenberg, TX 77471
And

_____ (hereinafter called "Contractor")

Who resides at _____.

Terms and Conditions

1. Services To Be Rendered:

Contractor shall render to Company real estate scouting services which includes, but is not limited to, locating properties for the business use of Company, locating abandoned and/or unwanted houses or small apartment buildings, and locating 'motivated sellers' needing to sell their properties quickly.

Contractor shall provide Company with such leads as exclusive leads and may not provide same information to others. Contractor shall conduct his/her business in such manner as he/she sees fit, and warrants that he/she shall always perform his/her activities in compliance with the law.

Contractor shall render all services as an independent contractor and shall not be considered an employee of Company for any purpose, including but not limited to eligibility for Company benefits or compensation or other rights and privileges afforded to employees of Company. Any and all insurance that Contractor may desire shall be obtained and provided by Contractor without cost or other obligation to Company. Contractor shall be held liable for its own actions while in pursuit of leads. Company will not intervene on Contractor's behalf in case of injury or damages while performing in accordance with this agreement.

Contractor shall not modify any provisions of this Agreement without the prior written consent of Company.

2. Responsibilities:

Contractor shall provide, at its own expense, its own transportation and equipment and any associated costs to maintain them. The following equipment is the minimum requirement:

- A. Transportation
- B. Digital Camera
- C. Map of assigned area(s)
- D. Access to the Internet (to forward photos upon request)

Contractor shall submit leads to Company using the 'lead submission' form or other acceptable method. Leads may be submitted by telephone, fax or email.

3. Term:

The consulting services provided under this Agreement shall be performed, when required by Company, during the period of up to one (1) year from the date of execution of this Agreement.

Nevertheless, it is understood and agreed that Company may terminate this Agreement and the services provided hereunder at any time and for any reason prior to the completion of this term. If Company terminates this Agreement prior to its completion, Company shall be liable only for work performed by Contractor prior to the effective date of the termination. This Agreement may be terminated without prior notice upon the breach of any provision or obligation thereof by the non-breaching party.

4. Compensation:

Contractor shall be paid a minimum of 10 percent (%) for any new qualified property lead that results in Company and/or assigns being able to complete a successful settlement on identified property. A qualified lead is any property that Company is not already aware of.

Payment shall be made within 2 business days from the date the Company completes the property purchase (i.e. within two business days from closing). Payments shall be made by a bank check.

5. Notices:

All notices required or allowed hereunder shall be in writing and shall be deemed given upon sending of same via electronic mail at the address that appears below.

Each party may specify a different address for receipt of such notices by giving the other party at least fifteen (15) days written notice thereof.

6. Indemnification:

Contractor shall defend, indemnify and hold harmless Company, its officers, employees, and agents, from any and all damage, losses, obligations, liabilities, claims, deficiencies, costs, and expenses of every nature and kind incurred by Company that are in whole or in part caused by or alleged to be caused by

acts or omissions of Contractor, its officers, employees, agents, subcontractors, and lower-tier subcontractors arising out of or relating to Contractor's work under this Agreement.

7. Applicable Taxes:

All taxes applicable to any amounts paid by Company to the Contractor under this Agreement will be the Contractor's liability and Company shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation.

Contractor will be responsible to report any earnings received to the IRS. Company will report any paid income over \$600.00 to the IRS on Form 1099.

8. Headings:

The headings included herein are inserted only for convenience and reference and in no way define, limit, or describe the scope of this Agreement or the intent of any of its provisions.

9. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. Entire Agreement:

This Agreement supersedes all written or oral agreements, if any, and constitutes the entire Agreement between the parties with respect to this Agreement. This Agreement may be modified only by the express written consent of both parties.

11. Severability:

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Survival:

The provisions of paragraphs 1, 6 and 7 shall survive completion or termination of this Agreement.

13. Execution of Agreement:

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

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT, HAVE RETAINED A COPY AND ACCEPT ALL OF ITS TERMS

COMPANY:

CLAIBORNE REALTY ENTERPRISES
Representative

(please print name here) _____

Date: _____

CONTRACTOR:

(please sign here) _____
Contractor

(please print name here) _____

(email) _____

(phone number) _____

Date: _____