

COLDWELL BANKER MOUNTAIN PROPERTIES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20_____, to be effective as of the _____ day of _____, 20_____, is by and between Coldwell Banker Mountain Properties, a real estate brokerage having an office at 785 Main Avenue Durango, CO 81301 (hereinafter referred to as "Company"), and _____, with an address of: _____ (hereinafter referred to as the "Independent Contractor"). Company and Independent Contractor are sometimes referred to collectively in this Agreement as the "Parties," and each severally as a "Party."

RECITALS

A. Company is a real estate brokerage engaging the services of real estate licensees (also known as real estate brokers) as independent contractors. Independent Contractor wishes to enter into this Agreement to provide such services to Company for compensation as set forth herein.

B. Independent Contractor has been issued a real estate license by the Colorado Real Estate Commission and desires to engage in brokerage activities as a Colorado real estate licensee under the license of Company.

C. Independent Contractor desires both to work with Company and to receive the benefits of association with Company; Independent Contractor also desires to benefit from the other unique and valuable opportunities, financial and otherwise, which Company has developed over time and which Company provides as a benefit to its Independent Contractors.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1 **RECITALS TRUE AND CORRECT.** The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

2 CONTRACT FOR INDEPENDENT SERVICES.

2.1 Independent Contractor. Company hereby contracts with Independent Contractor for the Independent Contractor to conduct its own business providing services as a real estate licensee. Until termination of this Agreement, Independent Contractor will maintain its real estate license with Company consistently in accordance with Colorado law. Independent Contractor shall perform its services under this Agreement as an independent contractor of Company. Independent Contractor shall be free to devote to Independent Contractor's real estate brokerage business such portion of Independent Contractor's entire time, energy, efforts, and skill, as Independent Contractor sees fit. Independent Contractor shall not have mandatory duties except those specifically set out in this Agreement or elsewhere in writing. Further, Independent Contractor shall establish Independent Contractor's own endeavors. Nothing contained in this paragraph shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder) between the Parties. The Parties acknowledge and agree that:

2.1.1 While this Agreement is in effect, Independent Contractor shall provide all of the services that require a Colorado real estate license exclusively in association with the Company consistently under Colorado real estate broker license law ("license law");

2.1.2 Unless expressly provided otherwise in this Agreement, or in a separate written agreement between Company and Independent Contractor, Company does not pay a salary or an hourly rate, but rather will pay only the compensation directly related to sales or other output, including the performance of services as set forth in section 3.1 below;

2.1.3 The Company is not obligated to provide supervision for Independent Contractor beyond the supervision required by applicable license law;

2.1.4 The Company does not provide tools or benefits to Independent Contractor, except that materials and equipment may be supplied pursuant to section 3.2 below;

2.1.5 The Company does not dictate the time of performance by Independent Contractor (but this provision shall not be construed to alter the obligation of Independent Contractor to satisfy the performance criteria otherwise set forth in this Agreement);

2.1.6 The Company will only pay the Independent Contractor in the name in which the Independent Contractor is licensed or as otherwise permitted by license law; and

2.1.7 The Company does not financially combine its business operations with the Independent Contractor's business, but the Parties will instead maintain such financial operations as separate and distinct.

2.2 No tax withholding, Worker's Compensation, or Unemployment Benefits.

Benefits. Independent Contractor shall not be treated as an employee with respect to the services performed hereunder for purposes of federal or state income taxes or withholding, accounting, insurance, pension, or profit sharing, or for any other purpose.

AS CONTEMPLATED BY §§ 8-40-202(2)(b)(IV) AND 8-70-115(2), C.R.S. INDEPENDENT CONTRACTOR EXPRESSLY ACKNOWLEDGES AND AGREES (A) THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS, (B) THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY, AND (C) THAT THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID PURSUANT TO THE CONTRACT RELATIONSHIP.

Independent Contractor affirms and attests that he/she is an Independent Contractor as set forth in the Independent Contractor Status Addendum attached hereto as **Exhibit A.**

2.3. Duration. Except as otherwise provided herein, this Agreement shall be for a period of one (1) year from the effective date written above, and may be renewed for additional one (1) year periods by mutual agreement, utilizing the then current Independent Contractor Agreement of Company, and upon the timely payment by Independent Contractor of any agreed-upon fees. In the event no renewal agreement is executed and Independent Contractor continues to work as an Independent Contractor for Company with the consent of Company, this Agreement shall be deemed to be extended for an additional period of one (1) year and the Parties agree to be bound by all of the terms, provisions, and conditions of this Agreement as if it had not expired.

3 COMPANY'S RESPONSIBILITIES.

3.1 Compensation Defined; Payment of Compensation.

3.1.1 Compensation Defined. As used in this Agreement, the Company's "Compensation" or "gross Compensation" shall include all charges and payments of every nature received by the company for any services performed by Independent Contractor in connection with a real estate transaction in accordance with the terms of this Agreement. Company shall determine the amount of Compensation to be charged. Independent Contractor's portion of the Company's Net Compensation (as defined in the next sentence) received by Company on Independent Contractor's transactions shall be paid as provided on **Exhibit B** attached hereto and incorporated herein. The Company's "Net Compensation" as that term is used in this Agreement, shall be the gross Compensation received by Company less any sums due from or payable by Company to anyone, including, without limitation, buyer-side broker Compensation due to buyer-side brokers (i.e. brokers procuring the buyers) and

referrals. If Independent Contractor owes a referral fee, or owes a share of Compensation to a cooperating buyer-side broker, such amount shall be determined by Company.

3.1.2 Payment of Compensation. In addition to any obligations imposed by law, Company's sole financial obligation to Independent Contractor shall be to distribute to Independent Contractor sums earned by Independent Contractor and received by Company at the rates and in the amounts provided for on **Exhibit B** attached hereto and incorporated herein. All of these sums shall be Compensation on closed sales and not an hourly wage. Compensation to which Independent Contractor is entitled under this Agreement will be promptly paid to Independent Contractor, but only after the Company's gross Compensation has been paid to, received, and deposited in the bank by Company.

3.1.3 Compensation Not Paid on Presentation. Any payment of Compensation by check or note that is not paid on presentation shall not be deemed a payment to Company that would entitle Independent Contractor to payment of compensation. If the person who owes Compensation is paying under a promissory note, and the note payments are not collected, it is the sole responsibility of Independent Contractor to collect, and/or incur all legal expense to collect said note. Company however, shall also have the option to enforce said note, at Company's expense, if desired.

3.1.4 Intra-Office Compensation Arrangements. Independent Contractor may make any arrangement with other independent contractors within the Company concerning division of Independent Contractor's portion of Compensation so long as Company receives Company's share of Compensation received by the other independent contractor(s) within the Company in accordance with Company's independent contractor agreement with such contractor(s). In no case shall Company's portion be reduced by any Compensation splitting arrangement within the Company. Any dispute regarding a splitting arrangement between or among Independent Contractor and other independent contractors within the Company shall be resolved as provided for in section 6 below.

3.2 Facilities Provided. Independent Contractor will be responsible for obtaining and maintaining facilities, equipment, and supplies desired by Independent Contractor. Company will not provide any facilities, equipment, or supplies, except that Company shall provide such facilities, equipment, and supplies as provided for on **Exhibit C** attached hereto and incorporated herein.

3.3 No Obligation to Supply Leads/Referrals. Although Company may provide leads and referrals to Independent Contractor, Company shall have no obligation to provide leads and referrals, and Independent Contractor may not rely upon any history of providing leads and referrals.

4.1 Best Efforts. Subject to section 4.4 below, Independent Contractor shall use Independent Contractor's best efforts as a Colorado real estate licensee in providing any services permitted by Colorado license law. Any activities that require a Colorado real estate license, which includes but is not limited to the taking of any listings of real estate or any interest therein and all employments by clients in connection with the purchase, sale, rental, or management of real estate or any interest therein shall be taken in the name of Company, as required by license law or any other law; and such listings and employment agreements shall be filed with Company within one (1) business day after they have been accepted by Independent Contractor. Information that Independent Contractor properly shares with Colorado real estate licensees outside of the Company will also be shared with other independent contractors within the Company.

4.2 Advertisement. All advertisements in print, Internet web sites, social media, or other media shall be approved by Company before public dissemination.

4.3 Payment of Expenses; Financial Obligations.

4.3.1 Personal Expenses. Independent Contractor shall be responsible for and shall pay for all Independent Contractor's personal expenses, including, but not limited to, automobile, travel, insurance, entertainment, food, lodging, license fees and dues, training and continuing education programs, income taxes, withholding taxes, and the like which may result from Independent Contractor being licensed and associated with Company.

4.3.2 Additional or Optional Expenses. Independent Contractor may use certain additional services and materials which include, but are not limited to: copying and reproduction services, advertising and promotional brochures, personalized stationery, postage, personalized property signs for Independent Contractor's listings, such accident, sickness health and life insurance benefits and programs as may be made available by Company to Independent Contractor on an optional basis, rental of calculating, accounting, or bookkeeping equipment, and other services and materials as made available by Company at such rates and on such terms as Company shall establish. Company will give Independent Contractor an additional bill for such additional or optional services, which Independent Contractor hereby promises to pay and which shall be due and payable on the date of presentation to Independent Contractor by Company. Independent Contractor shall be solely responsible for, and shall promptly pay when due, all of Independent Contractor's real estate license fees, professional association fees, multiple listing service fees, and similar costs, charges, and expenses.

4.3.3 Authorization to Charge Credit Card. If Independent Contractor's credit card information (type of card, name as it appears on card, card

number, and expiration date) is provided to Company separately from this Agreement, then Independent Contractor authorizes Company to charge such card for all amounts as they become due to Company under this Agreement.

4.4 Hours Discretionary. Independent Contractor need only devote such portion of Independent Contractor's time and energy as Independent Contractor deems appropriate to the furtherance of Independent Contractor's real estate brokerage business.

4.5 Compliance with Laws and other Restrictions. Independent Contractor shall comply with all laws, ordinances, orders (including court orders and public health orders), rules, regulations and other governmental requirements, whether federal, state or local, governing or relating to the conduct of Independent Contractor's real estate business, including, but not limited to, the requirements of: the federal Real Estate Settlement Procedures Act ("RESPA"); federal and state Fair Housing laws; anti-discrimination laws applicable to the Independent Contractor or Company; and federal and state "no-call" laws. In addition, Independent Contractor shall comply with all rules of all professional associations in which the Company participates, such as the rules of any multiple listing service in which the Company participates and the National Association of Realtors®, the Colorado Association of Realtors®, and the local board or association of Realtors® (if the Company is a member such Realtor® organizations).

4.6 Ethics; Appearance; Attitude. Independent Contractor shall abide by all the rules of conduct established by any governmental agency with authority and jurisdiction over the activities of Company or Independent Contractor. Independent Contractor further agrees to do everything possible and required to protect and maintain a high ethical standard in the conduct of Independent Contractor's real estate business. Independent Contractor shall maintain Independent Contractor's personal appearance and the appearance of Independent Contractor's office (if any) in a clean and orderly manner. Independent Contractor shall provide dependable, efficient, courteous, high quality, and professional real estate services to the public, of the same high quality and integrity as other Company contractors, in order to create and maintain goodwill among the public for Company. At all times, Independent Contractor shall maintain a proper attitude toward the public, Company, and Independent Contractor's fellow Company contractors, and shall not engage in acts or activities that disrupt Company's business or any of its offices.

4.7 Internal Office Regulations. Independent Contractor shall strictly adhere to and abide by Company's Brokerage Relationship Policy, Company's Office Policy Manual, Data Protection Policy and all other rules, regulations and operating procedures of Company, including, but not limited to, any policies of Company regarding sexual harassment, avoidance of loan fraud and/or money laundering, compliance with "no-call" laws, security of records, safety or physical security of persons and/or tangible assets, and maintenance of confidential information, as any of such policies, rules, regulations and/or operating procedures may be amended by Company

from time to time. In the event of any conflict or inconsistency between the terms and provisions of Company's then-current policies, rules, regulations or operating procedures, and the terms and provisions of this Agreement, the applicable terms and provisions of the then-current policies, rules, regulations and operating procedures shall govern and control.

4.8 Files. Independent Contractor shall maintain files for each client it serves on behalf of Company. This file shall be accessible to both the Company and Independent Contractor and shall contain the initial engagement paperwork for each client. If the initial engagement paperwork is not an exclusive Right-to-Buy, an exclusive Right-to-Sell or other exclusive agreement, then broker disclosure is required by Colorado Real Estate Commission Rule 6.5. This disclosure is typically accomplished through one of the following: Brokerage Disclosure to Buyer; Brokerage Disclosure to Tenant; Brokerage Disclosure to Seller/For Sale by Owner and Brokerage Disclosure to Landlord, combined with a compensation agreement. The file, its contents and information related thereto shall be property of the Company. Independent Contractor shall be obligated to turn over a complete file for each client to the Company upon the termination of each transaction, whether such termination occurs by closing of the transaction or otherwise. The term "file" as it is used in this section shall include, but not be limited to, paper/physical files, electronic files, or both. In light of designated brokerage, an Independent Contractor may have a brokerage relationship with a client who has an interest adverse to another client of the Company. An Independent Contractor shall not provide access to any file he or she maintains to other licensees of the Company without first reviewing the files to determine whether any confidences of the subject client will be revealed to the licensee receiving the file.

4.9 No Sub-Agency; No Dual Agency. Independent Contractor may cooperate with other brokers but shall not engage or create, or cause Company to engage or create, any subagents. Independent Contractor shall not establish, or cause Company to establish, dual agency with any seller, landlord, buyer or tenant.

4.10 No Affiliated Business Arrangement. So long as this Agreement remains in effect, Independent Contractor shall not operate or be involved in any "affiliated business arrangement," as such term is defined in RESPA and more broadly defined under Colorado law, without the prior written consent of Company, which consent may be given or withheld in Company's sole and absolute discretion.

4.11 Agreement Binding. Independent Contractor shall honor all of Independent Contractor's obligations under the Independent Contractor Agreement.

4.12 Automobile Insurance. Independent Contractor shall maintain, at its expense, general liability insurance (which coverage may, at Independent Contractor's election, be added to existing automobile insurance policies) in the face amount of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit of liability, or Two Hundred and Fifty Thousand Dollars (\$250,000.00) for any one

person, Five Hundred Thousand Dollars (\$500,000.00) for more than one person arising out of a single accident or transaction and One Hundred Thousand Dollars (\$100,000.00) for property damage. Said insurance shall protect the Independent Contractor against any liability that may arise in connection with the operation of its business as a real estate licensee. All policies of insurance to be maintained by Independent Contractor shall contain a separate endorsement naming Company as an additional insured and shall not be subject to cancellation, except on ten (10) days' prior written notice to Company. Independent Contractor shall cause a Certificate of Insurance with a copy of the original policy attached, showing compliance with the above requirements, to be deposited with Company on or before the effective date and each renewal date of this Agreement. If such insurance is not obtained, or if it lapses or is cancelled, Company shall have the right to suspend Independent Contractor and place Independent Contractor on inactive status.

4.13 Errors and Omissions Insurance. Independent Contractor shall maintain, at Independent Contractor's expense, the mandatory errors and omissions insurance required of all real estate licensees pursuant to Colorado law. The Company may, in its sole and absolute discretion, require Independent Contractor to maintain the excess limits coverage as offered under the Colorado group plan, so long as such excess limits coverage is available, from an insurance carrier approved by the Company. Company may require Independent Contractor to obtain the insurance from a specified carrier and/or broker. Additionally, Company may, in Company's sole and absolute discretion, obtain additional supplemental errors and omissions insurance. If the Colorado group plan is subsequently discontinued, then Independent Contractor shall, at Independent Contractor's expense, comply with such policies for the maintenance of errors and omissions insurance by Independent Contractor as Company may establish at that time or from time to time thereafter, in Company's sole and absolute discretion. The Company does not provide "tail" insurance for retiring or terminating agents.

5 LIABILITY AND INDEMNIFICATION.

5.1 Liability. Company shall not be liable to Independent Contractor for any expenses incurred by Independent Contractor, nor shall Independent Contractor have authority to bind Company by any promise or representation, unless specifically authorized in advance and in writing by Company. From time to time, claims, complaints, or litigation involving Company may arise directly from the activities of Independent Contractor. Independent Contractor agrees to pay all damages, costs and expenses, including, but not limited to, the full amount of any errors and omissions insurance deductible assessed against or incurred by Company in defending or satisfying any claim or judgment imposed against Company because of Independent Contractor's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewals or extensions hereof. Further, Independent Contractor agrees to pay all reasonable legal fees and other out of pocket expenses incurred by Company that may arise from Independent Contractor's activities. Company agrees to work closely with Independent Contractor to keep such

expenses at a minimum, but Company reserves the right to select the attorney(s) and reserves the right to defend any such complaint, claim or litigation as Company, in Company's sole discretion, sees fit.

5.2 Indemnification. Independent Contractor shall indemnify Company and hold Company harmless from all damages, fines, levies, suits, proceedings, claims, actions, or causes of action of any kind and of whatsoever nature, including, but not limited to, all costs, court costs, litigation expenses, and reasonable attorneys' fees arising from, growing out of, in connection with, or incidental to Independent Contractor's activities and operation of a real estate business. Maintenance of any insurance required by this Agreement shall not relieve Independent Contractor of liability under this Article 5.

6 INTRA-OFFICE DISPUTE RESOLUTION. Independent Contractor agrees that if any dispute regarding Compensation or any other matter should arise between Independent Contractor and any other independent contractor, Company, or sales office, such dispute will be resolved in the following manner:

6.1 Independent Contractor will report such dispute, in writing, to the manager of Company and will give the manager their full cooperation in the manager's efforts to settle the dispute in as simple and amicable a manner as possible.

6.2 If, after all reasonable efforts, the manager is unable to effect a settlement acceptable to all parties to the dispute, then Company shall resolve the dispute in Company's sole and absolute discretion, and the decision of Company shall be final and binding on all parties concerned.

7 TERMINATION.

7.1 By Company With Cause. Company may terminate this Agreement immediately and without notice in the event Independent Contractor:

7.1.1 violates this Agreement;

7.1.2 is arrested, indicted or otherwise charged with a criminal offense;
or

7.1.3 is investigated by the Colorado Division of Real Estate or some other regulatory body.

7.2 By Either Party Without Cause. Either party, without cause, may terminate this Agreement at any time upon the giving of fourteen (14) days' advance written notice to the other.

7.3 Upon Expiration of Term. This Agreement shall terminate upon the expiration of the term or duration hereof, without any further action on behalf of either party hereto, except to the extent extended by the last sentence of section 2.3 above.

7.4 Effect on Compensation. Except for the “Exception” provided later in this section 7.4, Independent Contractor shall be entitled to any compensation earned by Independent Contractor and received by Company (regardless of whether said compensation is received after termination of this Agreement) if and only if such transaction was under contract prior to the termination of this Agreement, and only upon the closing and funding of any such transaction and only upon the complete compliance by Independent Contractor of all obligations under this Agreement upon termination. Exception: In spite of the preceding, the Company may deduct the reasonable compensation that the Brokerage firm actually pays to another licensee for performing the services necessary to take transactions from the date of termination to close, and deduct those payments from the compensation otherwise earned by Independent Contractor.

7.5 Effect on Termination on Listings. Pursuant to Article 7 of this Agreement and the law governing real estate brokers, all listing and employment agreements obtained by Independent Contractor during the period of time while this Agreement is in effect shall be taken in the name of Company and shall remain the exclusive property of Company. The preceding sentence notwithstanding, if, and only if, (a) the principal to the transaction (i.e. the seller or buyer for the listing or employment agreement at issue) consents, and (b) there are no uncured defaults under this Agreement, Independent Contractor may transfer any listing agreements and employment agreements procured by Independent Contractor to Independent Contractor's new Employing Broker.

8 CONFIDENTIALITY.

8.1 Confidential Information and Confidentiality. Independent Contractor recognizes and acknowledges that in the course of Independent Contractor's work for or engagement by Company, Independent Contractor will acquire, obtain or be exposed to Confidential Information (as hereafter defined) of Company. Independent Contractor recognizes and acknowledges that the Company has invested time, money and other resources collecting, building, organizing and maintaining Company's Confidential Information. Independent Contractor agrees to maintain Company's Confidential Information in confidence and not disclose such information to third parties. Independent Contractor further agrees that during the term of the Independent Contractor Agreement and at all times thereafter, Independent Contractor shall treat and maintain all Confidential Information in strict confidence and shall not publish, disseminate, divulge or otherwise disclose any Confidential Information to third parties.

8.1.1 Confidential Information Defined. As used herein, “Confidential Information” means information, materials, or other data disclosed or

made available to Independent Contractor or known by Independent Contractor as a direct consequence of their work for the Company, including but not limited to any such information, materials, data or individual records of data relating to the plans, business affairs, finances, policies, methods of operation, and present and future products, processes or services of Company. Confidential Information does not include any such information, materials or data which is similarly organized and similarly searchable and which is in the public domain (other than being in the public domain as a result of any act, omission or fault of Independent Contractor).

8.2 Reasonable Limited Restrictions. Notwithstanding the foregoing, Independent Contractor acknowledges and agrees that the limited confidentiality restrictions set forth herein will not interfere with or unduly limit Independent Contractor's ability to perform substantially the same services for other suitable counterparties and/or on behalf of other employers, and to receive compensation for the performance of such services, following the termination of the Independent Contractor Agreement. Additionally, the parties agree that the limited confidentiality restrictions set forth herein are relevant to the employer's business and intended to be no more broad than reasonably necessary to protect the employer's legitimate interest in protecting confidentiality of the business.

8.2.1 The parties further agree that the limited confidentiality restrictions set forth herein expressly do NOT prohibit disclosure of information that arises from the Independent Contractor's general training, knowledge, skill, or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that Independent Contractor otherwise has a right to disclose as legally protected conduct.

8.2.2 Independent Contractor affirms and attests to said limited confidentiality restrictions and provisions set forth herein in the Notice of Non-Compete Covenant Addendum attached hereto as **Exhibit D**.

8.3 Severability. Independent Contractor acknowledges and agrees that the scope contained in each of the foregoing covenants and restrictions of this Article 8 are reasonable; however, in the event that any court should find the scope contained in any of such covenants or confidentiality restrictions may not be enforced, it is the intention of the Parties that the court should construe the limitation no more broadly than reasonably necessary to protect the employer's legitimate interest in protecting confidentiality of the business.

9 MISCELLANEOUS.

9.1 **Notice.** Any notice required to be given pursuant to this Agreement shall be given in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive notice at the address given above. Mailed notices shall be deemed given as of the time of deposit with the

United States mail. Changes of address may be given in the same manner as other notices.

9.2 Legal Fees. In the event of any dispute between the parties arising out of or in any way related to this Agreement, or in any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to any other remedies, to recover its costs and reasonable legal fees incurred in connection with such dispute or litigation.

9.3 No Waiver. The waiver by Company of a breach of any provision of this Agreement by the Independent Contractor shall not operate or be construed as a waiver of any subsequent breach by the Independent Contractor. No delay on the part of Company in enforcing its rights under this Agreement shall operate or be construed as a waiver thereof.

9.4 Modification. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto; the parties acknowledge that this is the complete and final expression of their Agreement.

9.5 Invalidity or Unenforceability. The invalidity or unenforceability of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement.

9.6 Assignability. Independent Contractor shall not assign any rights hereunder, or delegate any duties hereunder, without the prior written consent of Company, which may be given or withheld in Company's sole and absolute discretion. Company reserves the right to assign, pledge, hypothecate, or transfer this Agreement, or its interest herein, provided that Independent Contractor's rights and privileges granted herein shall not be affected.

9.7 Binding Effect. This Agreement shall become binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

9.8 Construction. The headings in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof. Unless the context requires otherwise, whenever used herein the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to the feminine, masculine and other genders. The language in all parts of this Agreement shall be in all cases construed in accordance with its fair meaning and not strictly for or against Company or Independent Contractor.

9.9 Mediation. If a dispute arises relating to this Agreement, prior to or after termination, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. The mediation, unless otherwise agreed between the parties,

will terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.

9.10 Company Set-Off Rights. Notwithstanding anything to the contrary contained herein, Company may set off any obligations Independent Contractor has to Company against any Company obligation to pay compensation or other sums to Independent Contractor.

9.11 Company's Remedies Cumulative. All remedies of Company hereunder are distinct, cumulative, non-exclusive, and in addition to any other rights or remedies available at law, in equity, by statute or otherwise.

9.12 Survival. All rights and remedies of Company hereunder, and all unperformed covenants, agreements and obligations of Independent Contractor, shall survive the termination of this Agreement.

9.13 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. In addition to any obligations imposed by this Agreement, Independent Contractor and Company shall abide by all law including Colorado law.

DISCLAIMER

THE SUCCESS OF INDEPENDENT CONTRACTOR IN A BROKER REAL ESTATE SERVICE BUSINESS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT: INDEPENDENT CONTRACTOR'S BUSINESS ACUMEN AND ABILITY. INDEPENDENT CONTRACTOR HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, WRITTEN, PRINTED, OR ORAL, EXPRESS OR IMPLIED, AS TO INDEPENDENT CONTRACTOR'S POTENTIAL SUCCESS IN THE BUSINESS VENTURE CONTEMPLATED HEREBY.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement is executed on the day and year first set forth above.

Independent Contractor:

Company: Coldwell Banker Mountain Properties

Signature

Date

Signature

Printed Name

Title

STATE OF COLORADO

County of _____

The foregoing instrument was signed and acknowledged before me, a Notary Public, on
_____, 20_____, by _____.

Witness my hand and seal:

Notary Public

My commission expires: _____

STATE OF COLORADO)

County of _____)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on
_____, 20_____, by _____,
(title) of Coldwell Banker Mountain Properties.

Witness my hand and seal:

Notary Public

My commission expires: _____

EXHIBIT A to Independent Contractor Agreement

INDEPENDENT CONTRACTOR STATUS ADDENDUM

Addendum attached to this binder.

EXHIBIT B to Independent Contractor Agreement

COMPENSATION SCHEDULE

The amount of Independent Contractor's portion of the Company's Net Compensation is as follows:

Managing Broker will provide compensation schedule if necessary.

EXHIBIT C to Independent Contractor Agreement

FACILITIES PROVIDED

Company shall provide Independent Contractor with the following facilities and equipment for use in providing services to Company as a real estate licensee.

Work Space: [Check ONLY ONE]

- Individual office
- Shared office
- Cubicle – Assigned
- Cubicle – First come, first served
- Open bullpen – Assigned
- Open bullpen – First come, first served

- Group table/workspace
- None – Remote workspace
- Other: _____

Equipment/Services: [Check ALL that apply]

- Telephone – Land line
- Telephone – Cellular phone
- Computer – Laptop
- Computer – Desktop
- Printer
- Fax machine
- Photocopier
- Office supplies
- Administrative support
- Other: _____

EXHIBIT D to Independent Contractor Agreement

NOTICE OF NON-COMPETE COVENANT ADDENDUM

Addendum attached to this binder.