



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, is to be effective the _____ day of _____, 20_____, and is made and entered into this _____ day of _____, 20_____, by and between ATLANTA COMMUNITIES REAL ESTATE BROKERAGE, LLC (hereafter referred to as "ATLANTA COMMUNITIES"), whose corporate address is 3113 Roswell Road, Suite 101, Marietta, Georgia, 30062, and _____, hereafter referred to as "CONTRACTOR", who is licensed under the laws of the State of Georgia to engage in real estate.

WHEREAS, ATLANTA COMMUNITIES is operating as a real estate brokerage business in the State of Georgia at the above address, and

WHEREAS, CONTRACTOR has been issued a real estate Salesperson license or Associate Broker license by the State of Georgia and is desirous of availing himself/herself of the services, facilities, programs and opportunities offered by ATLANTA COMMUNITIES,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this agreement, it is hereby agreed as follows:

INDEPENDENT CONTRACTOR

CONTRACTOR shall be deemed to be an independent Contractor and shall not have mandatory duties except those imposed by law or regulation. Nothing contained in this agreement shall be regarded as creating an employer/employee relationship. CONTRACTOR shall not be treated as an employee with respect to services performed hereunder for federal/state/local tax purposes, and understands CONTRACTOR is responsible for these tax payments. CONTRACTOR shall abide by all decisions and rules relating to the operations of the brokerage that are adopted by ATLANTA COMMUNITIES.

ATLANTA COMMUNITIES shall not be liable to CONTRACTOR for any expenses incurred by CONTRACTOR, nor shall CONTRACTOR have authority to bind ATLANTA COMMUNITIES by any promise or representation, unless specifically authorized in advance and in writing by ATLANTA COMMUNITIES to do so.

ATLANTA COMMUNITIES' RESPONSIBILITIES

ATLANTA COMMUNITIES agrees that in consideration of the CONTRACTOR'S real estate services in support of ATLANTA COMMUNITIES' real estate brokerage business, and the fees and expenses to be paid by CONTRACTOR, it shall, while this agreement remains in force, make available to CONTRACTOR, for CONTRACTOR'S non-exclusive use, an office or desk space and a reception area, together with access to listings, forms, advertising, copiers, fax, MLS access and other on-line programs, telephone and other communications means.

ATLANTA COMMUNITIES shall submit to CONTRACTOR a monthly bill, statement or invoice reflecting CONTRACTOR'S fees, expenses and other financial obligations set forth in this Agreement.

CONTRACTOR acknowledges that compliance with state laws, rules and regulations require that commissions and referral fees be paid to the brokerage rather than directly to CONTRACTOR. ATLANTA COMMUNITIES shall promptly pay to CONTRACTOR any and all fees, commissions or other compensation received by ATLANTA COMMUNITIES as a result of the efforts of CONTRACTOR in accordance with the plan selected by CONTRACTOR (100% commission or split fee plan). ATLANTA COMMUNITIES shall have the authority to deduct any past due financial obligations owed by CONTRACTOR from any compensation owed CONTRACTOR.

TERMINATION

Either party may terminate this Agreement without cause at any time. Any work begun before but completed after termination of this Agreement shall be completed in the same manner as if this Agreement were still in force, and all compensation owed CONTRACTOR shall be paid as if CONTRACTOR was currently affiliated with ATLANTA COMMUNITIES.

TERM AND RENEWAL

Unless earlier terminated as provided in the TERMINATION paragraph above, the term of this Agreement shall be for one year and shall automatically renew upon each yearly anniversary date.

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall act as a real estate sales agent on behalf of ATLANTA COMMUNITIES subject to all applicable local, state and federal laws and regulations, the by-laws of the local board of REALTORS, all applicable multiple listing services rules, the Code of Ethics of the National Association of REALTORS and the office policies and procedures established by ATLANTA COMMUNITIES.

CONTRACTOR acknowledges that ATLANTA COMMUNITIES has the right to determine the commissions charged for the services of its sales force. ATLANTA COMMUNITIES hereby authorizes CONTRACTOR to negotiate or otherwise independently establish the commission to be paid ATLANTA COMMUNITIES on a transaction-by-transaction basis on all agency relationships, referrals and cooperative sales procured by CONTRACTOR. ATLANTA COMMUNITIES reserves the right to discourage or prohibit the advertising of commission rates or fees without the prior written authority of ATLANTA COMMUNITIES.

CONTRACTOR shall be responsible for all of CONTRACTOR'S personal expenses, including but not limited to automobile, travel, workers' compensation, disability and other insurance, entertainment, food, lodging, license fees and all other fees, dues and taxes. CONTRACTOR shall immediately reimburse ATLANTA COMMUNITIES for any monies paid on CONTRACTOR'S behalf as a result of contracts, judgments, arbitration awards, mediations or other established entitlements.

CONTRACTOR shall, at CONTRACTOR'S expense, participate in any program providing Errors and Omission insurance that is made available to CONTRACTOR by ATLANTA COMMUNITIES. CONTRACTOR shall be solely responsible for payment of any applicable deductible for any claim resulting from CONTRACTOR'S actions.

CONTRACTOR ACKNOWLEDGES THAT THE CURRENT POLICY OF E&O INSURANCE MAINTAINED BY ATLANTA COMMUNITIES IS SUBJECT TO A DEDUCTIBLE OF \$2,500 PER CLAIM WITH COVERAGE LIMITS OF \$1,000,000 PER CLAIM.

CONTRACTOR shall acquire and maintain, at his/her expense, automobile liability insurance to cover business use of CONTRACTOR'S vehicle having a combined single limit of liability of at least \$500,000; and bodily injury liability insurance having limits of at least \$250,000 for any one person and \$500,000 for any one accident and property damage liability insurance having limits of at least \$100,000 arising out of a single accident. CONTRACTOR shall ensure that such policy or policies of insurance shall contain a separate endorsement naming ATLANTA COMMUNITIES as additional insured.

CONTRACTOR acknowledges that there may be certain claims that are not covered under CONTRACTOR'S automobile liability insurance or the Errors and Omission insurance provided by ATLANTA COMMUNITIES. CONTRACTOR also acknowledges that ATLANTA COMMUNITIES recommends that CONTRACTOR obtain a policy of general liability insurance to cover such claims. CONTRACTOR ACKNOWLEDGES THAT ATLANTA COMMUNITIES DOES NOT PROVIDE GENERAL LIABILITY INSURANCE FOR CONTRACTOR'S PROTECTION.

CONTRACTOR shall maintain membership in good standing in one of the following: Atlanta Board of REALTORS®, Cobb Association of REALTORS®, Cherokee Association of REALTORS® or Northeast Atlanta Metro Association of REALTORS®.

FINANCIAL OBLIGATIONS

CONTRACTOR shall, without right of offset, pay monthly to ATLANTA COMMUNITIES a management fee as well as all personal expenses incurred by ATLANTA COMMUNITIES on behalf of CONTRACTOR. CONTRACTOR shall also, without regards to offset, pay yearly local board of REALTOR® dues. CONTRACTOR agrees to pay all monthly fees due ATLANTA COMMUNITIES by credit card.

NONPAYMENT REMEDIES

CONTRACTOR shall be deemed entitled only to commissions generated by CONTRACTOR'S efforts that exceed past due financial obligations imposed by the terms of this Agreement. That portion of commissions which does not exceed past due financial obligations shall be deemed to belong to ATLANTA COMMUNITIES and shall be used by ATLANTA COMMUNITIES first to offset obligations owed of CONTRACTOR. ATLANTA COMMUNITIES shall have the right to terminate this Agreement without prior notice if any bill, expense statement or invoice for any amount required to be paid under this Agreement remains unpaid for a period in excess of 30 days. CONTRACTOR'S obligations for payments to ATLANTA COMMUNITIES shall survive termination or expiration of this Agreement. CONTRACTOR shall be responsible for any and all costs incurred by ATLANTA COMMUNITIES to collect amounts owed under this Agreement, including court costs, litigation expenses and reasonable attorneys' fees.

UPON TERMINATION

ATLANTA COMMUNITIES agrees to transfer to CONTRACTOR'S new brokerage any listings or buyer agency agreements that are not pending sale with ATLANTA COMMUNITIES (all parties must sign proper paperwork). Any sales pending at the time CONTRACTOR transfers to another brokerage shall be processed in the same manner as if CONTRACTOR were still licenses with ATLANTA COMMUNITIES.

IDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold ATLANTA COMMUNITIES harmless from and against all fines, taxes, penalties, interest, costs, expenses, damages, loss or liability, of any kind or nature, arising out of any demands, suits, actions, proceedings or claims relating to or arising out of CONTRACTOR'S real estate business endeavors on behalf of ATLANTA COMMUNITES or CONTRACTOR'S other conduct or activities even if such claims are brought or filed after termination or expiration of this Agreement.

CONTRACTOR ACKNOWLEDGES THAT THE SUCCESS OF CONTRACTOR IN A REAL ESTATE SERVICE BUSINESS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS, INCLUDING, TO A LARGE EXTENT, CONTRACTOR'S INDEPENDENT BUSINESS ABILITY. CONTRACTOR HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, WRITTEN, PRINTED OR ORAL, EXPRESS OR IMPLIED, AS TO CONTRACTOR'S POTENTIAL SUCCESS AS AN INDEPENDENT CONTRACTOR FOR ATLANTA COMMUNITIES.

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

ATLANTA COMMUNITIES

CONTRACTOR
