



QUICK PARTS INFORMATION PAGE

Fill in the blanks below:

-  **Microsoft Word Users** (QuickParts enabled):
 - If you are using Microsoft Word with QuickParts enabled, the information you enter on this page will automatically populate the corresponding fields on the following documents

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How to use:

1. Enter your name, investor's name, agent, etc. and other required info below.
2. If QuickParts works, it will fill the forms automatically.
3.  If not, copy this info into the other documents.

 Tip: Always check that names, dates, and details are correct before printing or notarizing.

Return To: 24 Hour Closing

Year: ____

Month: _____

Name of Contractor: _____

County: _____

Address of Investor(company): _____

Name of Investor(company): _____

Date(day of the month): _____

REAL ESTATE AGENT AGREEMENT

THIS REAL ESTATE AGENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between _____ LLC, a South Carolina limited liability company (the “Company”), and _____

an independent contractor qualified to perform real estate services in North Carolina and/or South Carolina (the “Contractor”).

Statement of Purpose

Contractor is an independent contractor who has been engaged to provide certain real estate services to the Company. Contractor has control over the methods and means of performing the real estate services. Contractor can determine his or her hours of work to accomplish the real estate services. Company shall assist Contractor in training, in marketing, in education, social media marketing, office space, mentorship, provision of leads, paying various professional fees, providing yard signs, lockboxes, business cards, administrative support and in referral of clients. Contractor and the Company desire to set forth their understanding of certain obligations of the parties as described herein, in connection with Contractor’s acceptance of such engagement and commencement of service with the Company.

NOW THEREFORE, in consideration of the foregoing Statement of Purpose, the covenants and agreements herein contained and for other good and valuable consideration, including without limitation the entry into this Agreement and the payment of commissions by the Company to the Contractor, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Non-Competition Covenant.

(A) Contractor acknowledges that reasonable limits on Contractor’s ability to engage in activities competitive with the Company are warranted to protect Company’s substantial investment in the Contractor (including without limitation training, assistance in licensing, advertising and other payments and assistance to be provided). Contractor agrees that during the Term (as hereinafter defined) Contractor shall not, without the specific prior written consent of Stephen Cooley, on behalf of the Company, and except in Contractor’s capacity as a Contractor of Company, either directly or indirectly on Contractor’s own behalf or on behalf of any other person or entity, Compete with the Company in the Restricted Territory during the Term as hereinafter defined.

(B) “Compete” or “Competing” as used herein shall mean and include, without limitation, Contractor engaging, directly or indirectly, in Real Estate Sales Activity relating to real estate within the Restricted Territory, or supervising or managing a person in doing so. The phrase “directly or indirectly” refers to Contractor engaging in the conduct , including as an individual, employee, independent contractor, agent, representative, consultant, referral source, supervisor, manager or otherwise, or assisting any person to engage in Competing conduct, but it

does not apply to conduct undertaken by another person in an organization with Contractor who acts with no involvement, assistance, supervision or management by Contractor.

(C) “Real Estate Sales Activity” as used herein includes listing, selling, acting as buyer’s agent, or receiving referral fees, with respect to residential real estate in the Restricted Territory; provided, however, that nothing herein is intended to prohibit Contractor from purchasing or owning, solely as an inactive investor, the securities of any entity if (a) such securities are publicly traded on a nationally-recognized stock exchange or on NASDAQ, and (b) the aggregate holdings of such securities by Contractor and Contractor’s immediate family do not exceed five percent of the voting power or five percent of the capital stock of such entity. Contractor agrees that the definitions are reasonable and necessary to protect Company’s legitimate interests.

(D) “Term” as used herein shall mean and refer to the following:

- (i) The time period during which Contractor is providing services to the Company, and
- (ii) The period beginning with the date of Contractor’s termination from providing services to the Company (regardless of the date, cause or manner of such termination) and continuing through the first anniversary of said termination.

(E) “Restricted Territory” as used herein shall mean real estate with a _____ County, NC mailing address(es), but only if Contractor worked with client(s) with a listing or sale with such city’s mailing address within the six months preceding the termination of Contractor’s engagement with the Company. "Worked with" is defined as representing the Company in acting as a real estate agent for client(s) in attempting to sell or assisting to purchase residential real estate. Contractor agrees that the Restricted Territory is reasonable in scope given the real and potential competition encountered by the Company and reasonably expected to be encountered by the Company, and based on the Real Estate Activity performed by Contractor for Company.

(F) Liquidated Damages.

The parties agree that liquidated damages as set forth herein is a remedy that the Company may elect. Contractor agrees that if Contractor breaches the non-compete provisions of this Agreement, the Company would suffer damages that are not readily ascertainable. Accordingly, in addition to and without limiting any remedies in law or in equity that may be available to it for the breach of this Agreement, including, but not limited to, injunctive and other equitable relief, Contractor agrees that in the event of a breach the obligations under paragraph 1, Contractor shall pay the Company as liquidated damages the sum of seventy (70%) of gross commissions paid to Contractor for sales of real estate in the Restricted Territory in the Term for the period that Contractor is in breach. Contractor acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach

and is not a penalty of any kind.

2. Confidential Information.

(A) Contractor acknowledges that by reason of Contractor's association with the Company, Contractor has had or will have access to certain confidential and proprietary information of the Company ("Confidential Information"). This Confidential Information includes without limitation all names, contact information, training manuals, e-mail addresses, or other data concerning any client or prospect, pricing and compensation policies, financial information, business processes, and business methods. This Confidential Information also includes all compilations or databases containing any such Confidential Information.

(B) Contractor acknowledges that such Confidential Information is the property of the Company. Contractor further agrees that all information relating to transactions in which the Company or a representative is, or has been involved, are property of the Company, and shall not be taken, shared, disclosed used or removed for any purpose without the express written consent of the Company; this includes data compiled by Contractor in performing services for, or as a broker or agent of, the Company.

(C) Contractor agrees that on and after the date hereof and for a period of three (3) years following the termination of this Agreement, Contractor will not reveal, share, use or disclose such confidential information to any person or entity other than authorized representatives of the Company, or remove or aid in the removal from the premises of the Company such confidential information or any material which relates thereto.

(D) Contractor agrees that upon termination of his or her engagement with the Company for any reason, voluntary or involuntary, with or without cause, Contractor shall cease the use of and immediately return the following:

- (i) All Confidential Information;
- (ii) All property, vendor or supplier lists, written information, training manuals, forms, formulae, documents or other written or computer material or data, software or firmware, sales calendars, passwords, schedules, phone lists, brochures, reports or photographs relating to Company listings, or copies of any of the same, belonging to the Company, its affiliates, or any of the Company's Clients, within Contractor's possession, and will not at any time copy, reproduce or otherwise facilitate the future disclosure or unauthorized use of the same;
- (iii) All laptop computers, computers, electronic devices and/or notebooks, calendars or journals ("Information Devices") provided by the Company without making any deletions outside the ordinary course of business, and (b) shall, without any delay, provide an opportunity for the Company to

review the content of any such Information Devices used by Contractor in relation to Real Estate Sales Activity and not owned by the Company without making any prior deletions in them outside the ordinary course of business; and

- (iv) All trade names, trade marks, service marks, or other proprietary business designations used in connection with the business of the Company, including the specific representation by the Contractor that within 10 days from the termination of the Agreement he or she will remove from all social media all references to the Company, to Stephen Cooley, to other team members of the Company, and all images and photographs of the Company, Stephen Cooley and team members of the Company

(E) Contractor agrees to provide a copy of this Real Estate Agent Agreement to any real estate agency with whom he or she contracts to sell real estate during the Term.

3. Non-Inducement of Employees, Etc. of Company and its Affiliates. Contractor agrees that during the Term, Contractor shall not, without the specific prior written consent of the Company, induce or attempt to induce, directly or indirectly, any employees, contractors, agents or consultants of the Company or any Affiliate, to leave such position, or attempt to dissuade any potential employee, contractor, agent or consultant that has been in contact with the Company or any Affiliate from accepting an employment or engagement offer with the Company or Affiliate. “Affiliate” as used herein shall mean any business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Company. “Control” as used herein means the ability to direct management or policies through the ownership of voting securities, by contract or otherwise. In the event that during the Term any person leaves the service of the Company and enters service of Contractor or of an entity for whom Contractor is then providing services within a one-hundred day period, there shall be a presumption that Contractor has induced such action, and Contractor shall have the burden of proving such presumption is incorrect.

4. Non-Solicitation of Clients. Contractor agrees that during the Term, Contractor shall not (except on behalf of the Company in his or her duties as an independent contractor for the Company), without the specific prior written consent of the Company, directly or indirectly, for Contractor or as agent, employee, consultant, owner, partner, member, stockholder or otherwise of others:

(A) Call upon or in any manner contact any person or entity who was a customer or client (or prospective customer or client) of Company within the 18 month period preceding the termination of Contractor’s engagement with the Company (“Client”) for the purpose of providing services relating to Real Estate Sales Activity to such Client in competition with the Company;

(B) Accept a Client as a client for such purposes;

(C) Request, induce or attempt to influence any Client to rescind or decline to renew any agency contract or listing, or curtail or cancel any business such Client contracts with the Company; or

(D) Otherwise interfere with any business relationship between the Company and a Client or any person or entity who was a supplier to Company on the date hereof, or assist another in taking such actions.

5. No Disparagement. Contractor agrees that during the Term and at all times thereafter, Contractor shall not in any way or to any person or entity or governmental or regulatory body or agency, denigrate or derogate the Company, or any Affiliate, or any manager, member, officer, director, agent or Contractor thereof, or any product or service or procedure of any such company, whether or not such denigrating or derogatory statements shall be true and are based on acts or omissions which are learned by Contractor from and after the date hereof or on acts or omissions which occur from and after the date hereof, or otherwise. This non-disparagement agreement shall apply to all social media posts. A statement shall be deemed denigrating or derogatory to any person or entity if it adversely affects the regard or esteem in which such person or entity is held by Clients, potential Clients, investors, lenders or licensing, rating, or regulatory entities.

6. Liquidated Damages. At the option of the Company, the parties agree that liquidated damages as set forth herein is a remedy that the Company may elect. Contractor agrees that if Contractor were to breach the provisions of paragraphs 2, 3, 4, and/or 5 of this Agreement, the Company would suffer damages that are not readily ascertainable. Accordingly, in addition to and without limiting any remedies in law or in equity that may be available to it for the breach of this Agreement, including, but not limited to, injunctive and other equitable relief, Contractor agrees that in the event of a breach the obligations under paragraph 2, 3, 4, and/or 5, Contractor shall pay the Company as liquidated damages the sum of fifty thousand dollars (\$50,000.00). Contractor acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach and is not a penalty of any kind.

7. Specific Performance and Injunction. Contractor acknowledges that the restrictions contained in Paragraphs 1 through 5 hereof are, in view of the nature of the business of the Company and its Affiliates, reasonably necessary to protect the legitimate interests of Company and that any violation of such Paragraphs will result in immediate and irreparable injury to the Company. Contractor acknowledges and agrees that if any such provisions are violated, the Company and/or its Affiliates shall be entitled to preliminary and injunctive relief as well as to an equitable accounting of earnings, commissions, compensation, profits and other benefits arising from such violation, which rights shall not be deemed exclusive, but rather shall be cumulative and in addition to any other remedies to which the Company may be entitled. Nothing herein shall be construed as prohibiting the Company from pursuing any legal or equitable remedies that may be available to it for any such breach or threatened breach.

Contractor shall pay the Company's reasonable costs and expenses, including without limitation the reasonable fees of attorneys and other experts, in enforcing the Company's rights and remedies pursuant to this Agreement.

8. Payment. The engagement of the Contractor by the Company is acknowledged by the parties to be full and adequate consideration for the Contractor's execution and performance of this Agreement. Contractor shall be paid a share of commissions in accordance with the commission policy of the Company from time to time, which share of commissions shall be a reasonable compensation. It is acknowledged and agreed between the parties that Contractor's share of commissions shall be deemed earned only upon the closing of a real estate transaction and payment of commissions to the Company during the period in which Contractor is providing services to the Company, and that upon termination of the services of Contractor, all obligations to pay commissions shall cease, including commissions that may be expected pursuant to pending contracts but which have not been received by the Company prior to the termination.

9. Other Remedies. Contractor agrees that in the event that Contractor has violated any provision in Section 1 through 5, Company may, not as an exclusive remedy but in addition to any other remedy, withhold any payment or the tendering of any thing to Contractor, until such violation is otherwise fully cured or otherwise fully remedied and that Contractor shall not be due commissions for any transaction that closes after such violation has occurred and before such violation has been fully cured or otherwise fully remedied.

10. Survival. The provisions of this Agreement shall survive the termination of the Contractor's provision of services to the Company.

11. Contractor's Representations. Contractor represents and warrants to the Company that Contractor has reviewed this Agreement with Contractor's counsel and advisors as Contractor has deemed appropriate and has concluded that Contractor's covenants herein are reasonable and that Contractor has adequate financial and other means and business opportunities to provide for Contractor's anticipated needs notwithstanding Contractor's covenants herein.

12. Notices. Any and all notices or any other communication between the parties with respect to this Agreement shall be made in writing by hand-delivery, first class mail (registered or certified, with return receipt requested) or overnight courier guaranteeing next business day delivery, to the address of the party appearing under his, her or its name below (or to such other address as may be designated in writing by such party):

If to Contractor, to: _____

If to the Company, to: _____

Attn.: _____

13. Miscellaneous.

(A) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written understandings between them with respect to the subject matter hereof.

(B) Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of the Company and its successors and assigns. This Agreement and all rights and obligations hereunder are personal to Contractor and may not be assigned by Contractor without the prior express written consent of the Company, and any purported assignment or delegation without such consent shall be void and of no effect.

(C) Severability. The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. It is the intention of the parties that this Agreement be enforced to the fullest extent permitted and, therefore, in the event that any provision of duration or scope thereof, the parties hereto agree that the court or panel of arbitrators making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law, but no such reduction shall affect the enforceability of the express terms hereof in any other jurisdiction.

(D) Governing Law/Waiver of Jury Trial. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree that any legal proceedings shall be filed exclusively in the Court of Common Pleas in York County, South Carolina. Each party knowingly and voluntarily hereby waives its right to a jury trial and agrees that any case shall be tried non-jury.

(E) Amendment; Waiver. Except as otherwise expressly provided in this Agreement, no amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver by any party or consent by any party to any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any other provision or as a consent with respect to any subsequent breach or any similar instance or circumstance.

(F) Headings. Paragraph and subparagraph headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for

any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

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

“Company”

By: _____
Name: _____ Member and Manager

“Contractor”

_____(SEAL)
