



INDEPENDENT SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT made as of the date set out on signing page hereof **BETWEEN:**

TUSKERS REALTY INC.

-and-

_____, an individual
(Print full name)

residing in the Province of _____.

(The "Independent Sales Representative")

RECITES THAT:

- A. The Independent Sales Representative intends to operate an independent business for his or her own account as a licensed real estate salesperson;
- B. Tuskers Realty Inc. wishes to engage the Independent Sales Representative as a real estate salesperson;
- C. The Independent Sales Representative wished to identify his or her business with Tuskers Realty Inc. and to use the Tuskers Realty Inc. name and trade marks in connection with the Independent Sales Representative's real estate sales business;
- D. The Independent Sales Representative and Tuskers Realty Inc. have agreed to the commission and fee arrangements set out in Schedule "A"; and
- E. Tuskers Realty Inc. and the Independent Sales Representative wish to set out the terms and conditions of their Agreement.



NOW THEREFORE In consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement,

“Agreement” means this agreement and all the schedules attached to this agreement in each case as they may be amended or supplemented from time to time, and the expressions “ hereof”, “herein”, “hereunder”, “hereby”, and similar expressions refer to this agreement and unless otherwise indicated, references to sections in this agreement;

“Independent Sales Representative’s Real Estate Transaction” means a Real Estate Transaction referred by the Independent Sales Representative to a Sales Representative registered with another brokerage;

“Variable Recoverable Expenses” included loan advances and items or services purchased or incurred at the Independent Sales Representative’s request or for his or her benefit from or through Tuskers Realty Inc. (for example without limitation, multiple or other listing expenses, and commission collection costs such as long distance telephone, teletype, telex and delivery charges, and legal and professional fees, Errors and Omissions insurance) except such expenses as Tuskers Realty Inc. shall have agreed to incur for its own account.

2. BUSINESS OF INDEPENDENT SALES REPRESENTATIVE

2.1 Activities

Subject to the terms of this agreement and the requirement of all applicable licensing regulations, the Independent Sales Representative will carry on the business of referring potential clients interested in buying and or selling real estate to a sales person licensed to trade in real estate and registered with another broker or brokerage.

The Independent Sales Representative acknowledges that Tuskers Realty Inc. is a referral based brokerage and that Tuskers Realty Inc. does not list or sell real estate in its own name. Rather, clients of the Independent Sales Representative will be referred to another brokerage that actively lists and sells real estate. The Independent Sales Representative agrees not to sign Representation Agreements or Customer Service Agreements on behalf of Tuskers Realty Inc. with any individual interested in buying or selling real estate.

The Independent Sales Representative’s designated branch office shall be as agreed upon from time to time by Tuskers Realty Inc. and the independent Sales Representative.



2.2 Good Faith

In identifying his or her business with Tuskers Realty Inc., the Independent Sales Representative shall act honestly and in good faith and in a manner which will not harm the goodwill and reputation of Tuskers Realty Inc..

3. NATURE OF RELATIONSHIP

3.1 Acknowledgement

The parties acknowledge and agree as follows:

3.1.1 the relationship of the Independent Sales Representative to Tuskers Realty Inc. is that of independent contractor;

3.1.2 the Independent Sales Representative is not an employee of Tuskers Realty Inc.; and

3.1.3 Tuskers Realty Inc. and the Independent Sales Representative are not partners or joint venturers with each other.

3.2 Management Discretion

The Independent Sales Representative shall have sole discretion as to the management of his or her business time and resources.

3.3 Professional Standards

Subject to section 2.2, the Independent Sales Representative shall be responsible for establishing the professional standards which will dictate the manner in which the Independent Sales Representative operates his or her business.

3.4 Commission Levels

The Independent Sales Representative shall have sole discretion and control in agreeing with the referred salesperson on the amount of the commission to be charged in respect of any Independent Sales Representative's Real Estate Transaction.

3.5 No Authority to Bind

Without limiting the generality of the foregoing, the Independent Sales Representative shall have no authority, without the written authorization of Tuskers Realty Inc., to bind Tuskers Realty Inc. in any act, promise, representation or contract, or to bind Tuskers Realty Inc. to perform and obligations to any third party other than in connection with an Independent Sales Representative's business.



4. TRADE MARKS

4.1 *Non-Exclusive Right*

Subject to the terms of this Agreement, Tuskers Realty Inc. hereby grants to the Independent Sales Representative a non-exclusive right to use the trade marks listed in Schedule "B", as well as such additional trade marks as Tuskers Realty Inc. may determine from time to time in its absolute discretion (the "Trade Marks"), in connection with the Independent Sales Representative's business.

4.2 *Letterhead, Etc.*

Tuskers Realty Inc. shall, from time to time, make available to the Independent Sales Representative for the cost of the Independent Sales Representative if changed by Tuskers Realty Inc., a reasonable supply of business cards, letterhead, forms, advertising cards, decals, logos or other similar items bearing the Trade Marks.

4.3 *Manner of Use*

The Independent Sales Representative shall use the Trade Marks in such a manner so as to maintain and promote the goodwill associated with the Trade Marks, and so as to protect and preserve Tuskers Realty Inc.'s rights in and to the Trade Marks and shall not use the Trade Marks except in connection with his or her business as an Independent Sales representative in accordance with the terms of this Agreement.

4.4 *Holding in Trust*

To the extent any right, title or interest in or to any of the Trade Marks becomes vested in the Independent Sales Representative, the Independent Sales Representatives shall hold such right, title or interest in trust for Tuskers Realty Inc..

4.5 *Protection of Trade Marks*

The Independent Sales Representative shall, at the request of Tuskers Realty Inc., execute any agreements or documents that may be necessary to protect the validity of the Trade Marks.

4.6 *No Property Rights in Trade Marks*

The Independent Sales Representative acknowledges and agrees that he or she has no property rights in or to the Trade Marks.

4.7 *Cessation of Right to Use and Obligations upon Termination*

The Independent Sales Representative agrees that upon or after termination of this Agreement all rights to use the Trade Marks will immediately cease and agrees upon or after termination not to use the Trade Marks, style, trade names, Trade Mark or corporate name including the words "Tuskers Realty".



4.8 *Obligations re: Trade Marks*

Without limiting the generality of the foregoing, the Independent Sales Representative agrees that upon termination of the Agreement, the Independent Sales Representative will:

4.8.1 remove and return to Tuskers Realty Inc. all signs, decals or other display material marked with one or more of the Trade Marks;

4.8.2 deliver up or destroy under oath all printed materials, such as letterhead, business cards, forms, advertisements or promotional materials which use or display one or more of the Trade Marks; and

4.8.3 cancel any telephone listings or other public advertising which refer to or use one or more of the Trade Marks in relation to the Independent Sales Representative.

5. OBLIGATIONS OF TUSKERS REALTY INC.

5.1 *Multiple Listing Services*

Tuskers Realty Inc. shall make available to the Independent Sales Representative all residential multiple listing services of which Tuskers Realty Inc. is a member or to which Tuskers Realty Inc. may have access from time to time, as well as Tuskers Realty Inc.'s current residential real estate listing for the Trading Area, for which Tuskers Realty Inc. shall be entitled to charge the Independent Sales Representative for related costs and expenses. However, the Independent Sales Representative acknowledges that Tuskers Realty Inc. is not currently a member of any multiple listing service.

5.2 *Access to Facilities*

Tuskers Realty Inc. has no facilities for use by Independent Sales Representative. Apart from providing accounting services and other services as required by applicable legislation and code(s) of ethics, Tuskers Realty Inc. will not supply any other services.

5.3 *Meetings and Seminars*

The Independent Sales Representative alone is responsible for ensuring that all continuing education requirements and other obligations of the Independent Sales Representative are met. Tuskers Realty Inc. shall not be responsible in any way for recording, advertising or dispersing information associated with continuing education or other licensing requirements that are the obligation of the Independent Sales Representative.

5.4 *Collection of Commissions*

Tuskers Realty Inc. shall use its best efforts to collect, on behalf of the Independent Sales Representatives, all commissions generated by the Independent Sales Representative's Real Estate Referral Transactions and the Independent Sales Representative shall



reimburse Tuskers Realty Inc. for all costs incurred in connection therewith except to the extent otherwise agreed by the parties in a particular case.

5.5 Excise Tax Act Registration

Tuskers Realty Inc. represents and warrants that it is duly registered under the *Excise Tax Act Registration* for the purposes of the goods and services tax and agrees to remain registered throughout the term of this Agreement.

5.6 License

Tuskers Realty Inc. represents and warrants that it is duly licensed to the extent required by the applicable laws of the province in which the Trading Area is located; Tuskers Realty Inc. agrees to maintain such license in good standing during the term of this Agreement.

6. OBLIGATIONS OF THE INDEPENDENT SALES REPRESENTATIVE

6.1 Standards of Practice

The Independent Sales Representative shall be faithful to and comply with the Code of Ethics and Standards of Business Practice of the Real Estate Council of Ontario (RECO).

6.2 Business Practices, Policies and Procedures

To the extent that such is not inconsistent with the standards and procedures adopted by the Independent Sales Representative, the Independent Sales Representative shall be faithful to and comply with Tuskers Realty Inc.'s business practices, policies and procedures applicable to Independent Sales Representatives in effect from time to time.

6.3 Automobile

To the extent that the Independent Sales Representative uses an automobile to perform and provide services hereunder, the Independent Sales Representative shall maintain public liability and property damage insurance on such automobile at not less than the limits which may be reasonably determined by Tuskers Realty Inc. from time to time. If requested by Tuskers Realty Inc., Independent Sales Representative shall provide Tuskers Realty Inc. with evidence of such insurance.

6.4 License

The Independent Sales Representative represents and warrants that he or she is duly licensed as a real estate salesperson under the applicable laws of the province in which the Trading Area is located. The Independent Sales Representative agrees to maintain such license and memberships in good standing during the term of this Agreement, and agrees to pay all fees imposed by these authorities in respect of the license or membership.



6.5 Registration under Excise Tax Act

The Independent Sales Representative represents and warrants that he or she is duly registered or has applied to become duly registered under the *Excise Tax Act* for the purpose of the goods and services tax in respect of the Independent Sales Representative's real estate sales business and will so remain registered throughout the term of this Agreement.

6.6 Independent Advice

The Independent Sales Representative acknowledges that Tuskers Realty Inc. has without reservation encouraged the Independent Sales Representative to seek financial and legal advice with respect to this Agreement before signing this Agreement.

6.7 Insurance

The Errors and Omissions Coverage required pursuant to the Real Estate and Business Brokers Act, 2002 shall be at the expense of the Independent Sales Representative and shall be deemed adequate to provide protection for the Errors & Omissions liabilities of Tuskers Realty Inc. and the Independent Sales Representative.

7. RENUMERATION

7.1 Entitlement to Commissions

The Independent Sales Representative shall be entitled to all of the commissions generated by the Independent Sales Representative's Real Estate Referral Transactions.

7.2 Commission Trust Account

All commissions collected by Tuskers Realty Inc. in respect of Real Estate Referral Transactions, regardless of the entitlement to such commissions, will be deposited into a common trust account (the "Commission Trust Account") in Tuskers Realty Inc.'s name with its bank.

7.3 ISR Commission Account

Tuskers Realty Inc. will account on its books for all commissions generated by the Independent Sales Representative's Real Estate Referral Transactions forming a part of the Commission Trust Account. The portion of the Commission Trust Account so accounted for shall be referred to as the Independent Sales Representative's "ISR Commission Account".



7.4 Payments to Third Parties

The Independent Sales Representative hereby authorizes and instructs Tuskers Realty Inc. to deduct from the gross commissions generated by the Independent Sales Representative's Real Estate Transactions, to withdraw from his or her ISR Commission Account, and to pay any amount that may be owing to any other party involved in an Independent Sales Representative's Real Estate Transaction, but only to the extent that the gross commissions have been collected by Tuskers Realty Inc. in respect of that Real Estate Transaction.

The amounts remaining after paying amounts owing to third parties involved in an Independent Sales Representative's Real Estate Transaction are referred to herein as the "commissions" or the "commissions generated by the Independent Sales Representative's Real Estate Transaction".

7.5 Payments to Tuskers Realty Inc.

The Independent Sales Representative hereby authorizes and instructs Tuskers Realty Inc. to withdraw and retain for its own benefit from the Independent Sales Representative's ISR Commission Account, as the first payment from such account, all amounts that the Independent Sales Representative has agreed to pay to Tuskers Realty Inc., pursuant to Schedule "A" for goods and services provided or made available to the Independent Sales Representative.

7.6 Payment of Variable Recoverable Expenses

The Independent Sales Representative hereby authorizes and instructs Tuskers Realty Inc. to withdraw and retain for its own benefit from the Independent Sales Representative's ISR Commission Account, and as generally and specifically authorized by the Independent Sales Representative, as the second payment from such account, an amount equal to all Variable Recoverable Expenses incurred.

7.7 Payments of Professional Fees

To the extent that such items have not been paid as Variable Recoverable Expenses, the Independent Sales Representative hereby authorizes and instructs Tuskers Realty Inc. to withdraw from his or her ISR Commission Account, as the third payment from such account, and to pay on his or in respect of his or her share of applicable real estate board and association fees.

7.8 Monthly Statement

Tuskers Realty Inc. shall provide the Independent Sales Representative with a monthly statement (the "Monthly Statement") indicating all commissions generated by the Independent Sales Representative's Real Estate Transactions collected by Tuskers Realty Inc. and deposited into his or her ISR Commission Account, and all amounts withdrawn



from the Independent Sales Representative's ISR Commission Account only for months where the Independent Sales Representative generated any commissions.

7.9 Withdrawals from ISR Commission Account

Tuskers Realty Inc. shall pay to the Independent Sales Representative, upon request, from the Independent Sales Representative's ISR Commission Account, as the fourth payment from such account, the amounts to which he or she is entitled pursuant to this Agreement as detailed by the Monthly Statements.

7.10 Payment of Debit Balance

If at any time the Independent Sales Representative owes any amount to Tuskers Realty Inc. and there are insufficient funds in his or her ISR Commission Account to allow Tuskers Realty Inc. to pay such amount by withdrawal from such account pursuant to this section 7, the Independent Sales Representative shall pay amount to Tuskers Realty Inc. upon receipt of a demand thereof.

8. EXPENSES

8.1 Independent Sales Representative's

Except for expenses which Tuskers Realty Inc. has agreed to pay for its own account, the Independent Sales Representative shall be responsible for (i) all amounts, including, but not limited to, Variable Recoverable Expenses, that are payable by the Independent Sales Representative in accordance with section 7, and (ii) all expenses incurred by him or her in the performance of his or her duties hereunder.

8.2 Interest

Tuskers Realty Inc. is entitled and authorized to change interest at a variable rate per annum which will be adjusted from time to time, on all outstanding amounts owed to it, from time to time, by the Independent Sales Representative.

9. BENEFITS

9.1 Acknowledgement

Subject to terms of this Agreement, the Independent Sales Representative acknowledges that he or she is not entitled to participate in any Tuskers Realty Inc. sponsored benefit plans or programs, including any plans or programs he or she may have been entitled to pursuant to a prior agreement or relationship with Tuskers Realty Inc..

9.2 Group Benefits

Tuskers Realty Inc. may in its discretion arrange for, and make available to the Independent Sales Representative, at his or her cost, such benefit plans and programs as may become reasonably obtainable from time to time.



10. NO USE OF CONFIDENTIAL INFORMATION

10.1 Prohibition

During and at all times after the term of this Agreement, the Independent Sales Representative shall hold in confidence and keep confidential all confidential information and shall not use for his or her own benefit or for the benefit of others (except in connection with the services being provided hereunder) and confidential information and shall not disclose any confidential information to any person except in the course of providing services hereunder to a person who is employed or licensed by Tuskers Realty Inc., or with Tuskers Realty Inc.'s prior consent.

11. PROPERTY OF TUSKERS REALTY INC.

11.1 Return upon Termination

All memoranda, notes, lists, records and other documents (and all copies thereof), including, without limitation, all such items stored in computer memories, or microfiche, on discs or on tapes or by any other means, made or compiled by or on behalf of the Independent Sales Representative or made available to the Independent Sales Representative in the performance of the duties or the provision of the services as a salesperson identified with Tuskers Realty Inc. at any time during the term of this Agreement (whether by Tuskers Realty Inc. or any other person) concerning the business or affairs of Tuskers Realty Inc. are and shall be the property of Tuskers Realty Inc., and shall be delivered to Tuskers Realty Inc. by the Independent Sales Representative promptly upon the termination of this Agreement, or at any time on request of Tuskers Realty Inc..

12. INDEMNITY

12.1 Agreement

The Independent Sales Representative hereby agrees to execute and deliver to Tuskers Realty Inc. an indemnity substantially in the form of that attached hereto as Schedule "C".

13. RENEWAL

13.1 Annual Renewal

This Agreement shall be renewed without further action annually unless notice not to renew is given by either party not less than 30 days prior to the next renewal date.



14. TERMINATION

14.1 *Right to Terminate by Tuskers Realty Inc.*

Subject to compliances with any applicable statutory provisions, this Agreement may be terminated by Tuskers Realty Inc.:

14.1.1 upon breach of this Agreement by the Independent Sales Representative;

14.1.2 for any reason, on 30 days' notice to the Independent Sales Representative

14.2 *Right to Terminate by Independent Sales Representative*

This Agreement may be terminated by the Independent Sales Representative for any reason upon 30 days' notice to Tuskers Realty Inc..

14.3 *No Payment for Loss of Office*

The Independent Sales Representative acknowledges that, subject to compliance with any applicable statutory provision, the Independent Sales Representative shall not be entitled to any payment for loss of business opportunity, disruption, office or other similar matter on any termination of this Agreement.

14.4 *Solicitation of Listings*

The Independent Sales Representative shall not directly or indirectly solicit any Tuskers Realty Inc. referral listings in force on the date of termination of the Agreement until the currency of any such listings has expired.

14.5 *Outstanding Offers*

Upon the termination of this Agreement, the Independent Sales Representative shall deliver to, or advise Tuskers Realty Inc. in writing of any offer received, requested to be submitted, or otherwise communicated to the Independent Sales Representative with respect to any real estate or property listed with Tuskers Realty Inc. or with any broker which had not prior to such termination been delivered, submitted, or otherwise communicated in writing to Tuskers Realty Inc.. It is understood and agreed that upon termination of this Agreement, Tuskers Realty Inc. retains as its separate property all financial interests to which it, as the broker or co-broker, is otherwise entitled pursuant to any such offer.

14.6 *Listing the Properties of Tuskers Realty Inc.*

The Independent Sales Representative acknowledges and agrees that any real estate listing with Tuskers Realty Inc. is the property of Tuskers Realty Inc., and that, subject to



sections 14.7 and 14.8, any right of the Independent Sales Representative to receive a commission in respect of such listing ceases immediately upon the termination of this agreement.

14.7 *Accrued Commissions*

Upon termination of this Agreement, the Independent Sales Representative's right to any commission which accrued prior to the date of termination shall not be affected by reason of such termination. With respect to Independent Sales Representative's Real Estate Transaction commenced but not completed until after the termination date, Tuskers Realty Inc. shall be entitled to charge the Independent Sales Representative a fee to defray the costs and expenses attributed to servicing and completing the Real Estate Transaction after the termination of this Agreement.

14.8 *Transfer of Listing*

~~Tuskers Realty Inc. hereby agrees to transfer, as and when directed by the Independent Sales Representative, any listing generated by him or her upon presentation to Tuskers Realty Inc. of a written authorization in a form satisfactory to Tuskers Realty Inc. from the person from whom the listing was obtained and upon all of Tuskers Realty Inc.'s expenses of the listing having been paid in full.~~

14.9 *Referrals*

Upon termination of this Agreement, the Independent Sales Representative shall immediately return to Tuskers Realty Inc. all referrals held by the Independent Sales Representative on behalf of Tuskers Realty Inc., together with all documents and other instruments relating thereto.

15. GENERAL PROVISIONS

15.1 *Further Documents*

Each of the parties agrees to execute and deliver to the other or be executed and delivered to the other, all such further documents as may be necessary or advisable to give full effect to this Agreement.

15.2 *Assignment*

Each of the parties agrees to assign, transfer, convey, sub-license, pledge or otherwise encumber this Agreement or any interests hereunder, without the prior written consent of the other.

15.3 *Notice*

Any notice required to be given pursuant to this Agreement shall be given in writing and delivered in person by certified mail, return receipt request, postage prepaid, to the party entitled to receive notice: in the case of Tuskers Realty to the attention of the Broker of Record of the Independent Sales Representative's designated branch office; and in the case of the Independent Sales Representative to the last address on the file with Tuskers



Realty Inc. Notices of change of address shall be given in the same manner as other notices.

15.4 Waiver

No waiver of any breach of any provision herein shall constitute a waiver of any subsequent breach.

15.5 Severability

The invalidity or unenforceability of any particular word, sentence, paragraph, subparagraph, or provision of this Agreement shall not affect the validity or enforceability of any other words, sentences, paragraphs, subparagraphs or provisions of this Agreement, and this Agreement shall be interpreted in all respects as if such invalid or unenforceable parts were omitted.

15.6 Entire Agreement

This Agreement represents the entire agreement between Tuskers Realty Inc. and the Independent Sales Representative pertaining to the subject matter of this Agreement. This Agreement may be amended only in writing.

15.7 Currency

Except as expressly provided in this Agreement, all amounts in this Agreement are stated and shall be paid in Canadian currency.

15.8 Language

The parties hereto have requested this Agreement be drawn up in the English language. Les parties ont exigé que le présent accord soit rédigé en langue anglaise.

15.9 Applicable Law

This Agreement shall be governed by and constructed in accordance with the laws of the Ontario.



IN WITNESS WHEREOF, the parties have executed this Agreement

This ____ day of _____, 20__

TUSKERS REALTY INC.

By: _____
(Signature of Independent Sales Representative)

Witness: _____

(Print full name of Independent Sales Representative)



SCHEDULE "B"

TRADE MARKS

1. Tuskers Realty (name)
2. Tuskers Realty logo and design



SCHEDULE "C"

TO: TUSKERS REALTY INC. ("Royal Lepage")

Recitals

The undersigned ("Independent Sales Representative") wishes to accept an engagement with Tuskers Realty Inc. as an Independent Contractor and not as an employee (herein defined as "Independent Contractor status").

The Independent Sales Representative has requested Independent contractor status.

The Independent Sales Representative has read Tuskers Realty's Independent Sales Representative's Agreement.

Tuskers Realty Inc. has advised the Independent Sales Representative to see independent tax counsel regarding Independent Contractor status so that the Independent Sales Representative can satisfy himself/ herself that on entering into an Independent Sales Representative agreement with Tuskers Realty Inc., the Independent Sales Representative will in fact have Independent Contractor status for all purposes including income tax purposes and the Independent Sales Representative has done so.

Consideration

In consideration of the recitals, the sum of Two dollars (\$2.00) paid by Tuskers Realty Inc. to the Independent Sales Representative (the receipt and sufficiency of which is hereby acknowledge) and other good and valuable consideration, the Independent Sales Representative agrees as follows.

(Continued)



SCHEDULE "C" (continued)

Agreements

The recitals above are true and accurate in all respects and may be pleaded by Tuskers Realty Inc. as a defense in any action.

The Independent Sales Representative is not relying on Tuskers Realty Inc. in any manner whatsoever in entering into the Independent Sales Representative Agreement. The Independent Sales Representative is relying on his/ her own counsel and the counsel of the Independent Sales Representative's financial, legal and other advisors.

There are no representations, warranties or collateral agreements between Tuskers Realty Inc. and the Independent Sales Representative other than set out in the Independent Sales Representative Agreement and this Acknowledgement.

The Independent Sales Representative shall indemnify and save Tuskers Realty Inc. harmless from all costs, charges and expenses that Tuskers Realty Inc. sustains or incurs as a result of the Independent Sales Representative entering into the Agreement and carrying on business as an Independent Contractor and not an employee of Tuskers Realty Inc.. The Independent Sales Representative is solely responsible for his or her own Income Tax, C.P.P contributions, and any other governmental remittances, charges, levies or taxes required to be paid by self-employed person.

DATED at _____, this ____ day of _____, 20__

(Signature of Independent Sales Representative)

WITNESS:

(Print full name of Independent Sales Representative)