



# BRICKELL RED

A Global Network For Real Estate Deals

## INDEPENDENT CONTRACTOR AGREEMENT

Brickell Red, Dba (“Company”), with a business address at 185th 7<sup>th</sup> St, Suite 4310 Miami, FL 33130, and \_\_\_\_\_, (the “Independent Contractor”) with a business address at \_\_\_\_\_, agree as follows:

### A. DEFINITIONS

The following words and phrases are defined for purposes of this Agreement:

1. “Client” shall mean any individual or entity who, by the efforts of the Independent Contractor, enters into a Transaction with a Funding Source.
2. “Funding Source” shall mean any bank or bank affiliate, business entity, or individual which provides for or is otherwise involved in a Transaction.
3. “Funding Source Agreement” shall mean a written agreement under which a Funding Source(s) provides financing to a Client in a Transaction.
4. “Referral” shall mean any broker or entity who is referred by the Independent Contractor to the Company or if Company refers Referral to Independent Contractor for purposes of a proposed Transaction and enters into a Referral Broker Agreement with the Company.
5. “Transaction” shall mean any merger and acquisition, accounts receivable financing, debt restructuring, medical working capital loans, stock loans, off-shore financing, hotel financing, asset-based lending, commercial bridge loans, Small Business Administration loans, factoring, private equity financing, “angel” or private party financing, private pool money, equipment financing, stream payment cash out, loan product, invoice financing product, purchase order financing, trade product financing, equipment financing, and any other type of financing or funding of any type which results in the providing of funding or financing by a Funding Source to a Client.

### B. TERMS

1. The Independent Contractor shall submit to the Company any and all documentation relating to or concerning a proposed Transaction. For each proposed Transaction, the Independent Contractor shall use best efforts, in good faith, to determine that the proposed Transaction is a bona fide and legitimate transaction and that all information submitted by the Client is true and correct.

Also any and all business, clients or transactions that Independent Contractor generates through Independent Contractor's own marketing efforts or through Company's marketing efforts, must be submitted only to Company and not to any other Funding Source, Referral or entity while under the terms of this agreement.

2. The Company shall have the right, in its sole and absolute discretion, to accept or reject any proposed Transaction submitted to it by the Independent Contractor. The Company agrees to act in good faith in not attempting to negotiate any Transaction with a Client which was rejected by the Company for reasons of credit considerations within six (6) months after submission of such Transaction to the Company by the Independent Contractor.
3. The Company shall furnish the Independent Contractor with every Funding Source Agreement.
4. The Independent Contractor shall indemnify and hold the Company harmless from and against all expense, injury or damage, including, without limitation, attorney's fees and court costs, which the Company may hereinafter incur, pay or suffer by reason of any alleged misrepresentation, unfair dealing, negligence or misconduct on the Independent Contractor's part which causes violation of any Funding Source Agreement or otherwise results in expense, injury or damages to the Company.

### **C. COMPENSATION**

1. The Company shall pay the Independent Contractor a referral fee of .5 percent of the loan amount commission paid to the Company upon a closed. The Independent contractor shall be paid from the payment received from client after the client pays the Company. If the Independent contractor has the client agree to pay 3% than Independent contractor will be paid 1.75% of the funds paid to the company from client after the client pays the company.
2. Independent contractor shall hold Brickell Red, Inc, Dba as Brickell Red, DBA harmless if any dispute arises between the partners. Independent contractor understands that once the funds are deposited in the account that has been given, Brickell Red, Inc, Dba as Brickell Red, DBA is not responsible for the proceeds once given.
3. The Independent Contractor shall not accept compensation, gift, remuneration or benefit of any kind from any Funding Source, any Client or any other broker involved in any Transaction without the Company's prior written approval.

**D.**

**NON-CIRCUMVENTION BY Independent Contractor.**

1. The Independent Contractor acknowledges that the Company has placed considerable time, money and/or other corporate resources in developing a network of various Funding Sources for various financial products and that the business relationship established by the Company with each Funding Source is vital and important to the continuing business of the Company.

2. The Independent Contractor acknowledges that by the Company presenting the Independent Contractor's client to a Funding Source for potential financial products, the Independent Contractor may be given the identity of a Funding Source of the Company.

3. The Independent Contractor agrees that for the period of seven (7) years commencing with the date that the Company presents to a Funding Source any Client, whether or not any financial services or products are ultimately provided to Client, the Independent Contractor shall not directly or indirectly seek to establish any type of financial, business or other relationship with the Company's Funding Source, no matter where the Company's Funding Source should be geographically located. The Independent Contractor acknowledges, agrees and understands that this restriction is reasonable as to time and space, especially in light of the characteristics and nature of the financial services industry.

4. In the event that any Transaction is completed by the Independent Contractor, either directly or with a third party, with a Funding Source that the Independent Contractor knew or should have known was a Funding Source, whether the financing is written accidentally or intentionally, the Independent Contractor agrees to (a) compensate the Company with a fee equal to five percent (5%) of the amount financed, which amount is deemed to be reasonable liquidated damages as loss of a bargain and not as a penalty and (b) to immediately cease and desist from engaging in further business transactions with the Funding Source. This restriction shall apply to any add-on, renewal or extension of any existing financing agreement and it is understood that this is intended to original agreements as well as any add-on, renewals or extensions of previously placed financing agreements.

5. The Company agrees and acknowledges that the above restrictions contained in paragraphs above do not apply to any Funding Source with whom the Independent Contractor has had a relationship that can be proven to exist prior to the introduction by the Company to the Independent Contractor of the Funding Source. A relationship is defined as having previously completed financing transactions, it being understood that prior telephone, electronic or written communication only is not sufficient to have established a prior relationship.

6. The Independent Contractor acknowledges that the agreements of the Independent Contractor hereunder are a material inducement to the decision of the Company to refer a Funding Source to the Independent Contractor for its customers and that the Independent Contractor's breach of the terms of this Agreement will create irreparable harm for which money damages may not be adequate. The Independent Contractor acknowledges that in the event of a violation of the terms and conditions of this Agreement by the Independent Contractor, equitable remedies, such as an injunction, shall be appropriate.

**F. DURATION AND TERMINATION**

1. This Agreement shall continue for a term of two (2) years from the date of last signature by a party and shall automatically renew at the end of each year unless terminated as provided herein. Either party may terminate this Agreement, without any obligation for severance or other action not specifically stated herein upon five (5) business days written notice.
2. In the event of any termination or expiration of this Agreement, the Independent Contractor shall return to the Company any and all forms of documents, names and addresses of Funding Sources or other parties, computer software and other written or physical materials provided to the Independent Contractor by the Company. The Independent Contractor shall not copy any of such materials at any time without the prior written approval of the Company, it being acknowledged that all such material, and the information contained therein, is the sole property of the Company and essential to its business.
3. Independent Contractor understands that even if this agreement is terminated that the non-circumvent relationship shall continue as stated in the circumvention section including: The Independent Contractor agrees that for the period of seven (7) years commencing with the date that the Company presents to a Funding Source any Client, whether or not any financial services or products are ultimately provided to Client, the Independent Contractor shall not directly or indirectly seek to establish any type of financial, business or other relationship with the Company's Funding Source, no matter where the Company's Funding Source should be geographically located. The Independent Contractor acknowledges, agrees and understands that this restriction is reasonable as to time and space, especially in light of the characteristics and nature of the financial services industry

**G. NATURE OF RELATIONSHIP**

1. The independent contractor shall act as an independent contractor and not as an employee of the Company. This Agreement does not create any form of employment, agency, partnership, co-ventureship or other arrangement and neither the Independent Contractor nor the Company shall otherwise represent or warrant the existence of such. The Independent Contractor does not have, and shall not attempt to exercise, any power to bind the Company to any agreement, including, without limitation, any Transaction.
2. The Company does not retain the right to direct the particulars of the Independent Contractor's actions and shall not be responsible for any withholding tax, FICA, Social Security, worker's or unemployment compensation or other employee-related payments. The Company shall submit an IRS Form 1099 to the Independent Contractor each year. The Company shall not be responsible for the Independent Contractor's expenses.
3. Independent Contractor may use the name "Brickell Red, Inc, Dbas Brickell Loans" in identifying the party with whom Independent Contractor is working with on any given Transaction and Independent Contractor may not use any other name, logo, email address, or identification or business without Company's prior written consent.

**H. NONCOMPETE**

As an inducement to the Company to enter into this Agreement, agrees as follows:

1. During the term of this Agreement and for a period of seven (7) years after the end of such term for any reason, the Independent Contractor shall neither induce nor attempt to persuade any employee, independent broker, contractor or agent of the Company to terminate his, her or its relationship with the Company in order to enter into any relationship with the Independent Contractor or any business the Independent Contractor represents.
2. During the term of this Agreement and for a period of seven (7) years after the end of such term for any reason, the Independent Contractor shall neither induce nor attempt to persuade or solicit business from any vendor or supplier of equipment, lessee, franchisor, client, Referral or Funding Source with whom the Company transacts business at any time during the term of this Agreement or to

which the Independent Contractor is introduced by Company or otherwise in the course of the Independent Contractor's arrangement hereunder.

3. The Independent Contractor acknowledges that any violation of the terms of this Section "H" shall cause irreparable harm to the Company for which money damages may be inadequate and that, accordingly, injunctive, specific performance, or other equitable relief are appropriate.

## **I. MISCELLANEOUS**

1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of [ Florida], applied without giving effect to conflict-of-laws principles.
2. The provisions of this Agreement shall be severable, and if any provisions shall be invalid, void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns but may not be changed, modified, waived, discharged or terminated orally or in any manner other than by instrument in writing, signed by the party against whom the enforcement of such change, modification, waiver, discharge or termination is sought.
3. In the event that it becomes necessary for any party to initiate litigation for the purpose of enforcing any of any rights hereunder, or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and all other cost(s) that may be sustained by such prevailing party or parties in connection with such litigation.
4. For purposes of any action or proceeding involving this Agreement, each party submits to the exclusive jurisdiction of State Supreme Court, Broward County, Florida, and consents to be served with any process on paper by registered mail or by personal service within or without the State of Florida in accordance with applicable law, provided a reasonable time for appearance is allowed. All parties hereby waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.
5. This Agreement has been drafted by counsel for the Company as a convenience to the parties only and shall not, by reason of such action, be construed against the Company or any other party. The Independent Contractor acknowledges and agrees that he has had a full opportunity to review this Agreement and access to

counsel of his choice to the extent necessary in order to interpret the legal effect hereof.

- 6. This Agreement contains the entire agreement of the parties hereto regarding the transactions contemplated hereby and thereby and supersedes all prior negotiations or agreements among such parties regarding such transaction.

Dated: \_\_\_\_\_ , \_\_\_\_\_

By: \_\_\_\_\_  
Brickell Red, Dba

Dated: \_\_\_\_\_ , \_\_\_\_\_

By: \_\_\_\_\_  
Independent Contractor

*Please initial each page of this agreement*