

## FINDERS FEE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, (the Finder) and LeeAnne Homsey, of, Heart To Hand, LLC (the Company)

### RECITALS

A. WHEREAS, Company desires to obtain certain introductory services described hereunder from the Finder;

B. AND WHEREAS Company agrees to engage the Finder as an independent contractor to perform such Services and the Finder hereby agrees to provide such services to the Company

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Services

Company hereby appoints Finder to act as its sole and exclusive Finder to provide the following services to Company (the "Services"):

Find distressed home and provide address, homeowner's name and contact information.

The Finder shall conduct the Services in accordance with specifications set by the

Company and the Finder shall at all times observe and comply with all federal and state laws or regulations applicable to this Agreement

#### Standard of Performance

Finder hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

#### Term

This Agreement is effective on the date written above and shall expire on \_\_\_\_\_. The parties may extend this Agreement for an additional \_\_\_\_ ( ) year period by giving \_\_\_\_\_ days written notice.

#### Independent Contractor

Finder shall provide the Services as an independent contractor and Finder shall not act as an employee, agent or broker of the Company. As an independent contractor, Finder will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Finder understands that Company will not withhold any amounts for payment of any taxes from Finder's compensation.

#### Payment

During the term of this Agreement, Company shall pay the Finder for its Services under this Agreement the sum of \$300.00. Payment shall be made by the \_\_\_\_\_ day of the month following receipt of Finders invoice for the Services.

#### Expenses

The Company agrees to reimburse any pre-approved out of pocket expenses incurred by the Finder in connection with the Services, including, but not limited

to, travel expenses, audit fees, tax fees, payroll service fees, etc.

## Confidentiality

Finder in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Company. Such Confidential Information shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Company and any data, documents, discussion, or other information developed by Finder hereunder and any other proprietary and trade secret information of Company whether in oral, graphic, written, electronic or machine-readable form. The Finder agrees to hold all such Confidential Information of the Company in strict confidence and shall not, without the express prior written permission of Company, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

## Ownership

To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, or other materials prepared by Finder in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Finder hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Finder rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Finder hereby irrevocably and

unconditionally waives all enforcement of such rights. Finder shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Finder as part of its services under this Agreement shall be owned by the Company.

#### Return of Materials

Finder agrees that upon termination of this Agreement, Finder will return to the Company all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the Company. Finder will not retain any such materials.

#### Termination

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice (Termination Notice) to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

#### Assignment

Finder shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Company and any attempt by Finder to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void

and of no effect.

## Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Company:

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Finder:

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## Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the State of \_\_\_\_\_, USA.

## Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in \_\_\_\_\_ before a single arbitrator pursuant to the commercial law

rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

### Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

### Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO FINDER DURING THE \_\_\_\_\_ MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY COMPANY.

### Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

COMPANY FINDER

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_