

# INDEPENDENT CONTRACTOR AGREEMENT

Colorado First Real Estate and Mortgage, Ltd., and/or Colorado First Mortgage, Ltd.,

Colorado Corporations herein called "COFIRST" and \_\_\_\_\_  
herein called the "Independent Contractor", whose Social Security Number is  
\_\_\_\_\_ do hereby acknowledge as follows:

## RECITAL:

**Nature and Purpose of Agreement.** COFIRST as Colorado corporations is engaged in the business of real estate sales and mortgage origination. Independent Contractor has significant desire to learn and/or has experience and expertise in certain areas of real estate sales and/or mortgage loan origination. COFIRST, in consideration of the covenants contained herein, retains the Independent Contractor to perform real estate sales and/or mortgage origination as provided herein; however Independent Contractor is aware that a real estate license **must** be obtained **prior** to any real estate sales activity, as defined by the real estate commission.

**Retention of Services.** COFIRST hereby retains Independent Contractor to perform the duties herein for the compensation agreed to by the parties which is set forth by a separate compensation schedule, which may change from time to time at the sole discretion of COFIRST and which is expressly incorporated herein by reference, and upon the other terms and conditions set forth herein. Independent Contractor hereby accepts this engagement according to the terms of this Agreement. Payment schedules shall be those customarily set by COFIRST and all checks shall be made payable to Independent Contractor. Subject to the provisions of termination hereinafter provided, this Agreement shall be for an indefinite term commencing as of the date of this agreement.

**Relationship of Parties.** Independent Contractor is retained by COFIRST only for the purposes and to the extent set forth in this Agreement, and his/her relationship to COFIRST shall be that of an independent contractor. COFIRST reserves no right to control the manner in which the services are to be performed under this Agreement as COFIRST is concerned only as to the results to be accomplished, but not to the details and means by which such results are accomplished. Independent Contractor shall be free to dispose of such portion of his/her time, energy and skill as he/she deems advisable. He/she **shall not** be considered as having employee status or being entitled to participate in any plans, arrangements, or distributions by COFIRST pertaining to or in connection with any pension or profit sharing plans, health or insurance plans maintained by COFIRST for the benefit of its regular employees.

**No Authority to Bind.** Independent Contractor shall have **no** right or authority to bind COFIRST, transact any business in COFIRST's name or on behalf of COFIRST, in any manner or form, or make any promises, loan commitments, guarantees or representations on behalf of COFIRST. The Independent Contractor, while he/she may have the title of loan officer on his/her business card **is not** a corporate officer and shall represent themselves only as an independent contractor.

**Exclusive Services.** Independent Contractor shall devote his/her time, attention and energy to the business of COFIRST and shall not, directly or indirectly, during the term of this Agreement engage in any other real estate sales and/or mortgage loan origination business activity whether or not such business activity is pursued for gain, profit or other pecuniary advantage, without the consent of COFIRST. Independent Contractor shall not originate or fund any real estate/mortgage loans with any lender other than COFIRST without the written consent of COFIRST. However, this shall not be construed as preventing Independent Contractor from working full or part-time on another job in a different line of work, other than real estate sales and/or

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mortgage loan origination. **Duties of Independent Contractor.** The duties of the Independent Contractor are as follows:

(a) Independent Contractor agrees to provide real estate sales and/or mortgage loan origination services hereunder according to industry standards. The failure by the Independent Contractor, his/her employees or workers to perform according to this paragraph, shall constitute default hereunder and allow COFIRST to terminate this Agreement. The Independent Contractor shall promptly correct all work rejected by COFIRST as defective or incomplete. The Independent Contractor shall bear all costs of correcting such incomplete or rejected work.

(b) Independent Contractor shall provide his/her own tools, materials and supplies, copies, equipment, labor and services needed under this Agreement. No transportation, materials, copies, or the like will be provided by COFIRST. The Independent Contractor warrants to COFIRST that all equipment and materials used shall be of good quality and acceptable to COFIRST according to company policy and industry standard.

(c) Independent Contractor, at his/her own expense and cost shall provide all necessary licenses required by any governmental or regulatory agency of any nature whatsoever if connected to rendering of services under this Agreement.

(d) Independent Contractor, at his/her own expense and cost shall carry and provide auto and general liability insurance and Independent Contractor shall indemnify, hold harmless and completely defend COFIRST against any and all actions and claims from a third party or any governmental or regulatory agency arising from accidents or negligence, on the part of Independent Contractor, in the performance of this agreement.

**(e) Independent Contractor will pay his/her social security, federal and state taxes. Independent Contractor will be responsible for any withholding required on behalf of themselves or employees. Independent Contractor will further carry adequate workman's compensation insurance if required by law. Independent Contractor ACKNOWLEDGES THAT HE/SHE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY Independent Contractor OR SOME ENTITY OTHER THAN COFIRST. Independent Contractor FURTHER ACKNOWLEDGES THAT HE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS CONTRACTUAL RELATIONSHIP. (This paragraph is intended to comply with C.R.S. §8-70-115).**

**Expenses.** COFIRST will not pay for any ordinary and necessary business-related expenses incurred by Independent Contractor in the performance of his/her duties under this Agreement.

**Non-Disclosure of Confidential Information.** Independent Contractor agrees that, except as required in his/her duties to COFIRST, he/she will not, during his/her employment and for all times subsequent to such employment, directly or indirectly, use, disseminate, or disclose any "confidential information" concerning the business or customers of COFIRST. "Confidential Information" means information disclosed to Independent Contractor or known by Independent Contractor as a consequence of or through his employment with COFIRST, about COFIRST's services or processes including, but not limited to, information as to its client lists, research and development, marketing techniques, pricing policies, and financial information.

All documents, records, notebooks and similar repositories of or containing "confidential information", including copies thereof, shall belong to and remain the property of COFIRST. On termination of his/her employment, Independent Contractor **shall not** be entitled to keep or reproduce said repositories, whether or not prepared by him, but rather shall forthwith return any such repository to COFIRST.

**Restrictions on Right to Compete.** Independent Contractor agrees that for a period of twelve (12) months after termination of his employment with COFIRST, he will not, in any manner, whether with or without cause, directly or indirectly, either as owner, officer, employer, Independent

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Contractor, stockholder, agent, principal, manager, consultant, partner or otherwise have any real estate and/or mortgage loan relationship with any customer of COFIRST. The term "customer" includes, but is not limited to, persons or entities who were customers of COFIRST or who became customers prior to termination of Independent Contractor's employment. Independent Contractor also agrees that he/she will not, for a period of twelve (12) months after the termination of his employment with COFIRST, induce any other Independent Contractor of COFIRST to leave in order to accept employment in a business or enterprise to which Independent Contractor has directly or indirectly become affiliated in violation of the covenants of this Paragraph.

Independent Contractor also agrees that for a period of twelve (12) months after the termination or expiration of this Agreement, he will not, directly or indirectly, own, manage, operate, control, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business conducting a business such as that conducted by the Corporation, at the time of his termination of employment within a radius of fifty (50) miles of the principal place of business of Corporation. Independent Contractor agrees that this covenant is reasonable with respect to its duration, geographical area and proscription.

Independent Contractor agrees that the covenants he has made in this Paragraph shall be construed as an agreement independent of any other provision of this Agreement. Hence, the covenants made in this Paragraph shall survive the termination of this Agreement. Moreover, the existence of any claim or cause of action of Independent Contractor against COFIRST, whether or not predicated upon the terms of this Agreement, shall not constitute a defense to the enforcement by COFIRST of these covenants. In the event of Independent Contractor's actual or threatened breach of the provisions of this paragraph COFIRST shall have the right to obtain injunctive relief and/or specific performance and to seek any other remedy available to COFIRST. In addition to such remedies, and due to the difficulty of ascertaining with any reasonable degree of certainty the damages that might be suffered, COFIRST and Independent Contractor agree that, in the event there is any violation of the provisions of this covenant restricting competition, there will be paid as liquidated damages to COFIRST the minimum sum of \$200 per day, or any part thereof, that Independent Contractor continues to so breach said Agreement. Furthermore, COFIRST and Independent Contractor agree that, because of the nature of COFIRST's business, the above amount of liquidated damages is reasonable.

**Termination of Agreement.** The Agreement shall be terminated immediately:

(a) On the death of Independent Contractor; (b) If COFIRST and Independent Contractor shall mutually agree in writing to termination; (c) If Independent Contractor, in the sole discretion of COFIRST, fails or refuses to faithfully or diligently perform the duties of his employment and the provisions of this Agreement; (d) If Independent Contractor engages, without a license, in any real estate listing, sales or leasing activity where a real estate license is required by the state or regulatory agency. (e) Upon thirty (30) days written notice by either party.

Upon termination for any reason, Independent Contractor shall be entitled to the compensation, on all closed and funded transactions, due to Independent Contractor on the date of such termination. This shall be full compensation in payment for all claims under this Agreement and shall be payable at the next normal payroll date after funding.

**Termination of Prior Agreements.** This Agreement shall terminate any and all prior agreements, whether written or oral, for the employment of Independent Contractor by COFIRST.

**Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered mail to the residence of Independent Contractor or to the principal office of COFIRST, as the case may be.

**Waiver of Breach.** The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

**Benefit and Assignability.** Except as provided in the Paragraph regarding Termination above, the rights and obligations of COFIRST under this Agreement shall inure to the benefit of

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and shall be binding upon its successors and assigns. This Agreement shall not be assignable by Independent Contractor without the written consent of COFIRST.

**Any Unenforceable Provision.** If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision may be severed or modified to the extent necessary to make this Agreement legal and enforceable and as so severed or modified.

**Entire Agreement.** This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**Applicable Law.** This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of Colorado.

**Agreement to Arbitrate.** Unless otherwise provided in this Agreement, any controversy or claims arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and a judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The location of all arbitration proceedings shall be Denver, Colorado, or any other location mutually agreeable to the parties.

**Venue.** To the extent that arbitration does not apply, venue for any legal action brought pursuant to or involving this Agreement shall be proper in the City and County of Denver, State of Colorado, or any other location mutually agreeable to the parties.

**Attorney's Fees.** If either party shall commence any action or proceeding against the other in order to enforce the provisions hereof, or to recover damages resulting from the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith.

**Additional Provisions.**

IN WITNESS WHEREOF, the parties have executed this written Independent Contractor Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COFIRST**  
2275 E. ARAPAHOE RD. #107  
LITTLETON, CO. 80122  
303-771-1320 PH  
303-771-1320 FAX  
[WWW.COFIRST.COM](http://WWW.COFIRST.COM)

**INDEPENDENT CONTRACTOR:**  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, St., Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Cell \_\_\_\_\_  
Email \_\_\_\_\_

By \_\_\_\_\_  
Steven E. Schroeder, President

Signature \_\_\_\_\_  
Independent Contractor  
Recruited by: \_\_\_\_\_

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