

Realtor-Originator Independent Contractor Agreement

This Agreement is made between:

United Broker's Mortgage Company LLC hereinafter known as "UBMC"

and, _____ hereinafter known as the "Originator."

UBMC is licensed within the State of Connecticut to act as a mortgage broker and the Originator is licensed in the State of Connecticut to act as a loan Originator. The Originator's license shall be held by UBMC. UBMC maintains a firm that procures financing of real property. UBMC enjoys the goodwill of the public. UBMC maintains an office equipped and staffed, suitable for serving the public as a mortgage brokerage business. The Originator has met the requirements for an Originators license in the State of Connecticut and has the ability to perform the functions permitted by that license with respect to the origination of a first and second mortgage.

In consideration of the mutual covenants made herein, UBMC and the Originator agree to establish an Independent Contractor relationship upon the following terms and conditions:

1. OBLIGATION OF UBMC- UBMC agrees to make available to the Originator multiple lines of financing to best serve the Originator's clients. UBMC agrees to advise, assist and fully cooperate with the Originator in his or her work generally and in connection with the specific transactions being handled by the originator.

2. OBLIGATIONS OF THE ORIGINATOR: The Originator agrees to solicit additional customers in the name of UBMC and to otherwise promote the business of serving the public in the finance of real estate to the mutual benefit of each of the parties. The Originator shall conduct their business so as to maintain and build their good will and reputation, as well as the good will and reputation of UBMC.

3. COORDINATION OF SERVICES- In the mutual interest of the orderly conduct of business, UBMC may assign particular prospects of the office to Originators associated with UBMC and UBMC may develop policies therefore. Such policies of UBMC may provide UBMC or the Originators associated with UBMC the exclusive right, together with UBMC, to contract such prospects so long as the exclusive assignment is in effect. The Originator shall have entire discretion as to the handling of all leads and prospects, including those assigned to the Originator by UBMC and as to the conduct of the Originator's services under this agreement. This shall include the method and means of securing prospects and mortgage clients and concluding negotiations.

4. APPOINTMENT- UBMC hereby specifically appoints the Originator as agent of UBMC for the purpose of originating on behalf of UBMC any first or second loan application.

5. COMPENSATION- It is agreed that all remuneration for the services performed by the Originator shall be directly related to output based on the attached list shown as "Schedule I Services Offered by the Originator" attached hereto. Fees for any services performed under this agreement shall be paid by UBMC to the Originator upon collection of fees by UBMC at the rates agreed upon initially by the parties as set out in "Schedule I Services Offered by the Originator."

All fees will be made payable to UBMC. Upon receipt of fee UBMC will immediately issue a check for the full amount of the fees collected to the Originator.

6. EXPENSES- UBMC shall not be liable to the Originator for any expenses incurred by the Originator.

The Originator shall at his or her own expense, furnish transportation for prospects and /or clients whom the Originator contacts under this agreement, and pay entertainment costs, club dues, and other expenses incident to the conduct of the services provided as a loan originator.

The Originator agrees that he or she shall carry automobile insurance that shall extend coverage to customers and clients of the Originator, and agrees to hold UBMC free of any liability from any person because of accident involving the Originator or any client or customer of the Originator.

The Originator shall pay any state or city occupational tax applicable to that portion of any fee received by the Originator. The parties each agree that they shall at their own expense keep their license in full force and effect and pay all fees and taxes due the federal, state, municipal or other governmental entity arising out of their activities as a loan originator. Neither UBMC nor the Originator shall be liable for the fees or taxes of the other. Failure on the part of either party to keep in effect his or her own license shall automatically terminate this agreement.

The Originator is solely responsible for paying all federal, state and local income and self-employment taxes as well as the timely and correct reporting of such taxes. The sole obligation of UBMC is to provide the Originator with an annual 1099 tax form showing fees paid to the Originator. It is further understood by both parties that the Originator is not considered an employee under Section 31-275 of Chapter 568 of the General Statutes of Connecticut and is excluded from the Worker's Compensation Act.

7. RELATIONSHIPS- The parties agree that UBMC shall have the right to determine services which the Originator shall perform but shall not have the right to determine the manner by which services are to be performed. The relationship of the Originator to UBMC is that of an Independent Contractor, and the Originator shall not be treated as an employee, servant or partner of UBMC for Federal Tax or state purposes.

Either UBMC or the Originator shall be free to engage in any outside occupation, however, each must follow the Real Estate Law and Regulations concerning the conduct of Real Estate Brokers and Originators in so doing.

8. INDEMNITY - The Originator agrees to indemnify and hold UBMC harmless the event UBMC is required to respond in damages by reason of any misrepresentations, promise or untrue statement made by the Originator during the course of negotiations with and as an inducement to any party to a mortgage application handled by the Originator under this agreement. In that regard, the Originator agrees to pay the proportional cost of any Errors and Omissions Insurance policy obtained by UBMC that covers the deeds of the Originator, or

shall provide UBMC with written proof that the Originator has obtained his or her own insurance coverage for such errors and omissions.

9. TERMINATION- This agreement may be terminated by either party at any time upon prior written notice given to the other party. The rights of the parties to any fee shall be determined by Schedule I. UBMC shall provide to the Originator within the period provided for in Section 20-328-10a(b) of the Statutes from such date of termination an accounting of all accrued fees. Should this agreement be terminated by the death of Originator, any accrued fees shall be paid to the estate of such Originator.

The Originator shall not, after the termination of this agreement, use to his or her own benefit, or the advantage of any person or corporation competing with UBMC, any information gained from the files or business of UBMC and not otherwise generally known.

10. ANTITRUST AND FAIR HOUSING POLICY- The Originator agrees to follow the Antitrust Compliance Policy and any Fair Housing Policy promulgated by UBMC for the protection of the public and not to engage in any activities that would be in violation of federal or state antitrust laws of federal, state or local laws pertaining to discrimination in housing.

11. CONFLICTS OF LAW- Should the laws regarding independent Contractor relationships be changed, subsequent to the signing of this agreement, making any portion of this agreement conflict with the law then that portion that is in conflict shall not apply and the law shall prevail, all other terms and conditions of this agreement remaining in full force and affect.

12. This agreement shall be governed by the laws of the State of Connecticut. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto. This agreement may not be assigned with out the express written permission of the parties.

The parties hereto have executed this agreement, this ____ day of _____ at _____ Connecticut, receipt of which is hereby acknowledged.

UBMC

Originator

Social Security #

Street

Town State zip

Phone

