



## Non-Exclusive Personal Services Agreement

This Agreement made and entered into as of \_\_\_\_\_, by and between HDV Ventures Inc. DBA Client First Realty, located at 8440 Maple Place Ste 101 Rancho Cucamonga, CA 91739, and \_\_\_\_\_. **NOW, THEREFORE**, the parties agree as follows:

### **Client First Realty SHALL NOT:**

\*Use names or names lists of \_\_\_\_\_, or any likeness of any nature, for the purposes of advertising and/or publicity for the benefit of Client First Realty, for any reason other than for the benefit of \_\_\_\_\_ and without \_\_\_\_\_ prior written consent.

\*Enter into any agreements for or on behalf of \_\_\_\_\_.

\*Engage in any practices which would injure the reputation of \_\_\_\_\_.

\*Use the trademark or logo of \_\_\_\_\_ for any use without the prior written consent of \_\_\_\_\_.

\*Use names or name lists of \_\_\_\_\_ for any benefit to Client First Realty or to the detriment of \_\_\_\_\_.

\*Assign any rights it receives from \_\_\_\_\_.

### **Also**

\* \_\_\_\_\_ shall incur no fees to participate in the Smart Moves program.

\* Client First Realty agrees that all member account information received by Client First Realty from \_\_\_\_\_ is confidential and proprietary in nature, and that said information shall not be divulged or resold by Client First Realty, its agents, or its employees to any party or used in any manner, other than in connection with operations. All confidential \_\_\_\_\_ material, used by Client First Realty during the term of this agreement, shall be returned promptly upon the termination of said agreement.

Client First Realty may not use any information given hereunder for any other purpose other than those purposes expressly permitted in this agreement, unless expressly approved by \_\_\_\_\_. Client First Realty shall ensure that no other products or services other than those expressly permitted hereunder shall be sold or solicited to members unless expressly approved by \_\_\_\_\_. Client First Realty agrees to comply with all applicable provisions of the Gramm-Leach-Bliley Act.

\*The services to be provided by Client First Realty pursuant to the terms of this Agreement shall be performed in accordance with the highest standards.

\*Client First Realty shall have no authority to bind \_\_\_\_\_ by any statement, promise, representation, agreement or contract of any kind, or to obligate \_\_\_\_\_ in any way unless specifically authorized to do so by \_\_\_\_\_ in writing.

\*Client First Realty recognizes the great value of the goodwill associated with the reputation of \_\_\_\_\_ and acknowledges that all goodwill pertaining thereto belong exclusively to \_\_\_\_\_, and Client First Realty will in no way interfere with such reputation.

\*Client First Realty shall not, without the written consent of \_\_\_\_\_, use their name in any advertising or marketing.

\*Client First Realty agrees that if an agent within Client First Realty network refers a member that was originally directed from \_\_\_\_\_ through the Smart Moves program to another lender without the express consent of \_\_\_\_\_, Client First Realty will pay \_\_\_\_\_ a non-performance guarantee of 1 point of the loan amount, not to exceed \$5,000.

\*Client First Realty will provide members of \_\_\_\_\_ complete real estate brokerage services in both the sale and purchase of residential real estate.

\*Client First Realty agrees to offer rebates as described below to members of \_\_\_\_\_ on the purchase or sale of real property where allowed by state law and in accordance with the conditions of the program.

\*Client First Realty agrees to indemnify and hold \_\_\_\_\_ harmless from all claims, liabilities, demands, and damages including the payment of attorney fees and costs arising from any referrals or benefits provided by Client First Realty to the \_\_\_\_\_ members or otherwise arising as result of the \_\_\_\_\_ entering into this Agreement. Client First Realty will be liable for the errors and omission insurance. This provision shall survive the termination or expiration of this Agreement.

\*Client First Realty shall not publicize this Agreement in order to disclose, confirm or deny any details thereof to third parties, or use \_\_\_\_\_ name in connection with any sales promotion or publicity event without written approval of the \_\_\_\_\_.

\*The \_\_\_\_\_ desires to provide an additional fringe benefit to its members. Client First Realty agrees to provide a benefit to the \_\_\_\_\_ members when they buy or sell a home pursuant to the terms of this Agreement. Client First Realty and its agents shall perform services under this Agreement in accordance with industry standards and in accordance with RESPA and State and Local laws and statutes when applicable.

## Marketing Support

Client First Realty will provide the following marketing support:

1. A member website as shown at: <http://www.creditunionrebates.com>
2. Printed materials such as tri-fold brochure, poster, statement stuffer, e-blast text and newsletter copy as requested by
3. In person or remote home buyer and seller seminars

## Compensation Rebate

When a \_\_\_\_\_ member sells a home using Client First Realty, Client First Realty shall charge a total listing compensation of one and one-half percent (1.50%). The member will pay no additional fees to Client First Realty.

Furthermore, when a \_\_\_\_\_ member buys a home using Client First Realty, Client First Realty shall rebate to the member, 25% of the gross compensation earned by selling agent. If gross compensation to the buying agent is 2% or less, rebate to member shall be 15%. This rebate does not apply to the listing broker's portion of the compensation.

Example: On a \$600,000 home, a 6% compensation is \$36,000. Client First Realty receives \$18,000 (one half) of the compensation and the other party's broker receives the other half, or \$18,000. The member then receives a rebate of \$4,500. Rebate will be applied to pay member's transaction closing costs.

If a \_\_\_\_\_ member both buys and sells a home using Client First Realty, the member qualifies for the SELL AND BUY PROGRAM:

1. Member lists their home for at a one and one-half percent (1.50%) compensation.
2. Member purchases a home and Client First Realty receives a minimum compensation of \$18,000.
3. All of the listing compensation less \$1.00 is rebated to the member.
4. Total net listing compensation paid by member is \$1.00

**Example:** Member lists a home for \$600,000 and pays a one and one-half percent compensation (1.50%), equaling \$9000. Client First Realty receives a minimum of \$18,000 compensation on the home member purchases. The member is rebated \$8,999. Total listing compensation paid to Client First Realty by member is \$1.00.

If the compensation paid to Client First Realty on the member's home purchase is less than \$18,000, the difference between the actual compensation received and \$18,000 is deducted from the member's rebate.

**Example:** customer lists a home for \$600,000 and pays a one and one half (1.50%) compensation equaling \$9000. Client First Realty receives a \$16,000 compensation on member's home purchase. The member receives a rebate of \$6,999. Total listing compensation paid to Client First Realty by member is \$2001.

If the compensation paid to Client First Realty is more than \$18,000.00 on the member's home purchase the difference between actual compensation received and 18,000.00 is credited to pay member's closing costs on their home purchase. Maximum closing cost rebate is \$2,000.

**Example:** The compensation paid to Client First Realty is \$21,000.00 on member's home purchase. Client First Realty retains \$19,000 and credits member \$2,000.00 to pay closings costs on the home purchased by member.

This Agreement shall not be construed to create a partnership or joint venture between the parties. Each party is acting hereunder as an independent contractor.

If any legal action is brought to enforce this Agreement because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action in addition to any other relief to which it may be entitled.

Either party may terminate this Agreement by written notice to the other party effective within thirty (30) days of notice. Any notices between Client First Realty and \_\_\_\_\_ shall be deemed to have been duly given when in writing and delivered by facsimile or by hand or mailed, prepaid, first class postage, certified, or registered mail, return receipt required, at the following addresses or to such other addresses as either of the parties may furnish to the other in writing for such purposes:

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

CLIENT FIRST REALTY  
8440 Maple Pl. Suite # 101  
Rancho Cucamonga Ca. 91730  
Fax: (909) 297-3557  
Attn: Harold Vandiver

This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, or agreements between the parties except as set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement upon the date set forth below.

\_\_\_\_\_  
Harold Vandiver, President  
Client First Realty

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date