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Ashland, IL 62612
217-476-3345 Office
309-279-0982 Fax

JKR REALTY
JKR INVESTMENT GROUP, Inc.
MERIDA MARKETING CO., Inc.

Broker Referral Agreement and Affiliate Terms of Use for the SellMyHouse.com Lead System

Instructions:

- 1. Please fill in the appropriate information, sign, and fax back to 309-279-0982 for processing.**
- 2. JKR & Associates Inc or SMH may contact you to verify the information.**
- 3. When a lead comes in from your market, we will forward it to you via email. Please make sure your information is correct and make sure you inform the potential client that you were referred by the team at SellMyHouse.com.**

General Terms:

SellMyHouse.com (henceforth know as SMH) , operates a website that provides information associated with home buying, home selling, home financing, home advertising, and home owner education. JKR & Associates Inc., a licensed broker in several states, is the exclusive partner of SMH and services real estate clients via a referral system through licensed Brokers/Agents around the country. This agreement is between the "Affiliate" and JKR & Associates Inc. The Affiliate wishes to participate in the SMH Affiliate Program, and SMH is willing to allow the Client to participate in its Affiliate Program on the terms set forth in this agreement.

Acceptance of Terms to be an Affiliate

In order to become affiliated with SMH you are required to hold a valid license in good standing with local and state authorities. If there is a change in status that does not meet this requirement, it is the responsibility of the Affiliate to notify SMH immediately. You will be required to act ethically and professionally in trying to meet our client's real estate needs as provided to you by the appropriate SMH contact professional.

Understanding our system is critical to the process. **IT IS IMPORTANT TO APPROACH THE REFERRED CLIENT AS 'SELLMYHOUSE.COM'S LOCAL AFFILIATE'. They have contacted SellMyHouse.com for a specific reason (buying or selling) and are being referred to you as our 'Local Affiliate', NOT your specific company.**

This acceptance of these terms constitute a binding agreement of specific performance of duties within specified time frames agreed upon between you, SMH, and our clients. In return, SMH pledges to provide the lead information to you in a timely manner unless otherwise hindered due to unforeseeable circumstances such as weather limitations, electrical blackouts, etc.

Any leads generated via SMH, or our Partners, are delivered directly to the Affiliate via email. It is the responsibility of the Affiliate to follow up with the lead. **Due to the varying commission structures of our Affiliate network, SMH cannot guarantee a potential Client will request the listing services of a specific Affiliate due to that Affiliate's fee structure.** It is SMH's responsibility to refer the Client to the appropriate fee model based on their requested need. SMH cannot guarantee exclusivity in this event.

SMH will make every effort to contact the client to verify their information prior to forwarding the lead to our Affiliate. However, SMH can not guarantee the quality or validity of every lead submitted to our network of websites. False submissions will occur due to the method of lead capture technology utilized. Leads delivered shall be used for the sole purpose of fulfilling the intended request of the requesting party. SMH reserves the right to contact the requesting party to refer other partners to requester and to perform a customer service review of the Affiliate.

SMH services are at the mercy of ISP hosting, computer hard drives, and other service providers. SMH can not guarantee services will not be interrupted due to hosting or other outages. While rigorous backup measures are taken to insure information is recoverable, SMH will not be responsible for lost data due to catastrophic failure of computer systems.

Terms for Dissolution of Affiliation with SMH Network

SMH may cancel any referral relationship for any reasons which include; financial, new affiliate relationships or partnerships, fraud, illegal activity, insider interference, and professional licensing infringements or violations. Redistributing, selling, trading, whether for gain or free, outside of the original request intention is strictly prohibited. Harassment of the requesting party is strictly prohibited. Misuse of such personal information is grounds for immediate discontinuation of the agreement. In case of cancellation, all working referral fees owed to JKR from leads provided thru the SMH network are to be paid at closing.

Continued non-contact of leads provided by SMH to Affiliate is ground for cancellation.

It is the responsibility of the Affiliate to abide by state and federal laws, as necessary, including abiding to the "Do Not Call" registry. Our lead technology from the client currently utilizes an opt-in format which nullifies the 'Do Not Call' requirement. Our Affiliate is not permitted to copy, sell, assign, reproduce, or publish any SMH referral leads or sources. Only licensed affiliates are permitted to service our clients.

You are also not authorized to solicit, attract, or use SMH as an incentive for creating new business or referrals through our client leads without permission in writing from SMH.

Affiliate is not authorized to recruit, attract, or use SMH as an incentive for creating new employees through our client leads without permission in writing from SMH and agreement to include SMH as a part of this new addition to the network.

Failure to meet our client's needs within specified time frames in an ethical and legal manner are terms for the dissolution of this agreement.

As an Affiliate of SMH, we encourage you to utilize our nationally recognized brand and domain to enhance your business. We currently allow Affiliates to advertise their current listings on the SMH website for FREE. We also offer our Affiliates wholesale pricing and commission for the purchase and/or sale of the SMH Powersite™. Our Affiliate network also has the opportunity to utilize the auction format offered by SMH as a tool to gain new listings from expired, REO, Pre-foreclosure, and investor clientele. Standard auction commission referral fees apply. Commission from the sale of the Powersite™ auction marketing system is also available. Details are provided by contacting SMH at 217-476-3345.

This Agreement is entered into this _____ day of _____, 20____ by and between **JKR & Associates Inc** ("JKR"), and,

Company Broker Name ("Broker"),

with reference to the following facts:

- I. JKR & Associates Inc and Broker are each duly licensed real estate brokers.
- II. JKR & Associates Inc will refer its Clients and Leads to real estate broker who will assist Client in listing and/or selling Client's existing home and/or locating and negotiating a home purchase.
- III. Broker desires to act as agent for JKR & Associates Inc referrals in listing and selling a Client's existing home, if applicable, and/or locating and negotiating a home purchase. The parties desire to establish a referral arrangement to facilitate Client's selling and/or purchase of a home as set forth herein.
- IV. The JKR & Associates Inc referral network includes but is not limited to the following lead platforms: www.jkrrealty.com, www.residentialendingsource.com, www.sellmyhouse.com, www.americasbestrehabs.com, www.thecfdexchange.com, www.buyerinvestornetwork.com, www.bhifgroup.com, www.HomeInsurance.com, www.Domuswap.com, www.sellmyhouseauction.com, www.sellmyhouseblog.com, www.jkrbuysyhouse.com, and www.sscapitalpartners.com.
- V. Broker understands that any lead produced and referred to Broker from JKR Realty or any of the above sources constitutes a referral arrangement. JKR Realty can cancel this agreement at anytime for any reason.

Now therefore the parties hereby agree as follows:

1. **Referral of Client.** JKR & Associates Inc hereby agrees to refer Clients via email to Broker for the purpose of enabling Broker to act as agent for Client in the listing and/or sale of Client's existing home and/or in locating and negotiating a home purchase. Broker, in turn, hereby appoints a qualified Agent to act as the Client's real estate agent.
2. **Timely Updates.** Broker or Broker's agent agrees to provide JKR & Associates Inc/SMH with a timely update, apprising of a change in status of each referral, and the name, phone number, and escrow number of the escrow holder, if and when applicable.

3. **Referral Fee.** In the event Client sells and/or acquires a property through the brokerage services provided by Broker, Broker hereby agrees to pay to JKR & Associates Inc a referral fee which will be included on the HUD statement provided by the title company, equal to **25%** of the listing and/or total sales commissions earned by Broker for representing Client as Seller and/or Buyer in the future. If a dual Agent situation occurs, which is common from our online bidding service, Broker agrees to pay JKR & Associates Inc a **25%** fee on the gross commission earned on the transaction. Please note that specialty services provided by SMH/JKR such as the SMH online auction service have varying fee structures. Please visit www.sellmyhouseauction.com for updated fee schedules. Additional fees for functions such as short sale negotiation may apply on a case by case basis.

4. **Term and Cancellation.** The term of this agreement for any client referred to Broker shall run for 12 (twelve) months from the date hereof. Either party may cancel this agreement at any time for any reason upon written notice by email to the other party, provided, however, that if Broker cancels this agreement, and Client subsequently sells and/or purchases a property through Broker within 180 days following cancellation, JKR & Associates Inc shall still be entitled to receive the applicable referral fee provided for under 3 or 4 above.

By signing you are agreeing to the above conditions and terms.
IN WITNESS WHEREOF, the referral party has set their signatures hereto.

JKR & Associates Inc - Illinois License #078.0011277

Sandra Politte

Sandra Politte

Managing Broker

Direct 314-226-3980

Office 217-476-3345

Fax 309-279-0982

Email Sandra.Politte@jkrrealty.com

Referral Broker:

Broker Company: _____ Date: _____

Office Number: _____ City: _____ State: _____

Broker Signature

Agent Name: _____ Phone #: _____

Address: _____ City: _____

State: _____ Zip Codes Covered: _____, _____, _____, _____, _____,

_____, _____, _____, _____, _____, _____, _____

Fax: _____ Email: _____

PLEASE WRITE LEGABLY. Include additional zip codes on a separate page prior to faxing to our office.