

BROKER REFERRAL AGREEMENT

This Broker Referral Agreement (“Agreement”) is made this ___ day of _____, 201___, by and between _____, a real estate professional licensed in the following State(s)_____ and having an office address of _____, and a license number of _____ (“REP”) and Great White Enterprises, LLC, a Wisconsin limited liability company having an office address of 5058 O'Reilly Road, Omro, Wisconsin, 54963, a real estate brokerage firm licensed in the State of Wisconsin having a broker number of 55826-90 (“Great White”).

WHEREAS, REP is a licensed real estate professional whose clients have listed for sale properties with REP; and

WHEREAS, Great White has a website on the internet at www.greatwhiteenterprises.com, which advertises properties listed for sale by real estate professionals from across the United States, Canada, and numerous foreign countries.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. REP grants Great White permission to advertise whichever of its listed properties it desires to advertise through Great White’s website. REP will provide Great White with all information required by Great White’s policies at the time, before Great White will advertise said property.

2. With respect to each and every property which REP controls, REP represents and warrants to Great White the following:

2.1 REP owns or otherwise controls all of the rights to the content that it provides to Great White;

2.2 such content is accurate;

2.3 use by Great White of the content supplied by the REP does not violate Great White's policies or any applicable law;

2.4 REP has obtained the written permission of the property owner to submit the content to Great White.

3. REP further represents and warrants that:

3.1 REP, and REP’s agents, representatives, employees, and contractors, hold all federal, state and local qualifications, licenses, permits, registrations, approvals and other authorizations (collectively, “Authorizations”) of governmental authorities required for the conduct of his/her/its business, REP satisfies all requirements necessary to maintain each such Authorizations in good standing and all such Authorizations are in good standing.

3.2 there is no litigation, suit, claim, demand, proceeding or governmental investigation existing or pending, or to its knowledge, threatened, or any order, injunction or decree outstanding, against or relating to any property whose content is being submitted by REP to Great White, or against REP that could have a materially adverse effect upon REP's ability to conduct its activities contemplated by, or to perform its obligations under, this Agreement; and

3.3 REP shall comply with, and is in compliance with, all applicable federal, state, and local statutes, laws, rules, ordinances, and regulations, in the performance of its duties to the property owners whose properties REP submits to Great White for advertising.

4. REP grants to Great White, the following:

4.1 a non-exclusive, royalty-free, license permitting Great White and its affiliates and sub-licensees to reproduce, publish, market, and display any and all content REP provides to Great White throughout the world and in any media; and

4.2 The right to use the name submitted by REP in connection with the content provided by REP.

5. So long as this Agreement is in effect, both REP and Great White may refer to REP as a participating Great White broker.

6. Should a sale of any property which REP controls occur, and if the purchaser has a Buyer Representation Agreement with Great White, then Great White shall be entitled to a referral fee equal to 30% of the gross commission received by REP. Great White agrees to pay the following from its 30% share of REP's gross commission:

- a. An amount equal to 50% of Great White's referral fee to the purchaser of the property as an incentive;
- b. An amount equal to 10% of Great White's referral fee to the seller of the property as an incentive;
- c. 10% of Great White's referral fee to REP as additional referral commission;
- d. Great White retains 30% of Great White's referral fee.

REP shall cause the settlement agent to issue checks directly to buyer, seller, REP and Great White for the appropriate amounts. A copy of the HUD-1 Settlement Statement, or other settlement documentation used in the transaction, shall also be furnished to Great White.

7. This Agreement shall continue until it is terminated. This Agreement may be terminated at any time, for any reason or for no reason, after the terminating party provides the other party at least thirty (30) days advance written notice of the termination. Notwithstanding any termination, Great White shall be entitled to receive a referral fee pursuant to Paragraph 6 above if the Property is sold before or after such termination.

8. REP hereby agrees to indemnify and hold Great White harmless from and against any and all loss, cost, damage, litigation or expense, arising out of any breach of this Agreement by REP, or any breach of any obligations which REP had to either the seller or purchaser of any

of the submitted properties. REP further agrees to pay all of Great White's reasonable attorney's fees and expenses which Great White may incur in defending any litigation or threat of litigation by any purchaser or seller of any submitted properties for any reason whatsoever other than Great White's intentional misconduct, as well as any reasonable attorney's fees and expenses Great White incurs in successfully enforcing any of the provisions of this Agreement, successfully recovering damages for breach of this Agreement, or successfully defending a claim that Great White breached this Agreement.

9. No failure or delay on the part of Great White in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

10. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, return receipt requested, to Great White at the address set forth above and to REP at the address set forth above.

11. This Agreement shall be binding upon and inure to the benefit of Great White and REP and their respective heirs, legal representatives, successors and permitted assigns.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Great White and REP agree that the venue for any court action concerning this Agreement shall be one of the Circuit Courts for Winnebago County in the State of Wisconsin. If this Agreement violates the law in the state or jurisdiction with REP is licensed, then this Agreement shall be null and void.

13. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any amendments or modifications to this Agreement must be in writing and executed by Great White and REP. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

14. Execution of this Agreement shall not be construed to create a partnership or joint venture.

15. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which will constitute a single instrument.

16. This Broker Referral Agreement was drafted by Attorney Douglas D. Hahn of the Menn Law Firm, Ltd., Appleton, Wisconsin, as attorney for Great White Enterprises, LLC.

GREAT WHITE ENTERPRISES, LLC:

REP

By: _____
Paul C. Landig, Managing Member
Address: 5058 O'Reilly Road
Omro, Wisconsin 54963
Email: paul@greatwhiteenterprises.com
Fax: 920-685-0688

By: _____
Address: _____

Email: _____
Fax: _____