



MASTER AGREEMENT FOR VALUATION SERVICES

This agreement and the attachments hereto (the “Agreement”) shall constitute a master engagement agreement between you and Real Estate Liquidators Inc. The term “you” shall, for all purposes contemplated herein, include your firm, any agents or employees under your supervision and any independent contractors retained by you. The term “client” means the party, which has contracted with Real Estate Liquidators Inc to manage the process of obtaining Broker Price Opinions (BPO) of residential real estate.

This Agreement provides the terms, conditions and requirements of BPO services requested by Real Estate Liquidators Inc on behalf of various clients who contract for Real Estate Liquidators Inc's services. This Agreement shall pertain only to 1- 4 family residences or individual residential lots and acreage. A separate engagement letter is required for all other properties.

The purpose of this Agreement is to avoid the necessity of drafting a new engagement letter for each BPO request made by Real Estate Liquidators Inc pertaining to 1- 4 family residential properties.

You agree to the following:

1. You agree to provide BPOs to Real Estate Liquidators Inc, consistent with the provisions of this Agreement, as requested via telephone, fax, letter, or Internet by an employee of Real Estate Liquidators Inc.
2. You agree to accept or decline each BPO assignment by following the confirmation procedure established and revised from time to time by Real Estate Liquidators Inc. You agree to perform each BPO assigned to you except where ethical, legal or other professional considerations prohibit your acceptance. When a request for BPO is made, an employee of Real Estate Liquidators Inc will provide you with the location of the property and such other information, as you may need to begin the BPO.
3. You agree to provide Real Estate Liquidators Inc with a BPO report consistent with the provisions of this Agreement within the agreed upon time for BPO services unless other arrangements are made in writing with the Real Estate Liquidators Inc employee making the request. You agree that your fees shall not exceed the amount identified in each specific assignment or, if the fee is a non-standard fee, the amount agreed to at the time you are engaged.



OBJECTIVE:

4. The objective is to record your opinion of the estimated “30 Day Quick-Sale Value Market Price” of the fee simple interest in the property in a manner sufficient to enable the reader to understand the BPO methodology and the rationale for the price estimate. This Agreement recognizes the following definition of Market price:
 - a. “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale WITHIN 30 DAYS aka a “Quick-Sale” Valuation, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by other undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised and acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.”
5. You will prepare a Brokers Price Opinion on the applicable Real Estate Liquidators Inc form (Standard FDMC) on the property, which is the subject of the assignment. The price estimate on the BPO will be an “As-Is” and “As-Repaired” 30 to 60 day Market price and the Market price under Normal Marketing Time, as of the date of the inspection, which shall be the effective date of the report, unless a different marketing time As-Is and As-Repaired is requested on the BPO form.
6. You certify, that you will not base either partially or completely, your analysis and/or the estimate of market price, in any BPO, on the race, color, religion, sex, handicap, familial status, or national origin, of either the prospective owners or occupants of the property or of the present owners or occupants of the properties in the vicinity of the property that is the subject of the BPO.
7. The completed BPO will be either submitted electronically via Real Estate Liquidators Inc. website (Open Road/ Realeflow Investor or via overnight mail. At the request of Real Estate Liquidators Inc, you will deliver BPOs by overnight mail to Real Estate Liquidators Inc (Company Address) or by e-mail to such address as is designated from time to time by Real Estate Liquidators Inc.
8. Any questions related to the required form and substance of the BPO shall be directed to Real Estate Liquidators Inc and not to the client, the prospective borrower or the property owner.
9. Failure to comply with the terms, conditions, requirements and definitions in this Agreement, or the presence of errors in the report, will cause the BPO to be unacceptable.



10. You will deliver the original BPO with the required photo(s) to Real Estate Liquidators Inc or the client, as directed by Real Estate Liquidators Inc, within the timeframe designated on the order request. Time is of the essence. Client will rely upon this BPO for internal usage including, but not necessarily limited to, rendering decisions with respect to the potential purchase of the subject property.
11. You will be paid the flat fee of \$100.00 for your services as an independent contractor for each completed BPO by Real Estate Liquidators Inc under this Agreement. In addition, you will be compensated at the rate of 5% of the gross profit spread upon a successful A>B, B>C transaction. You will pay all of your expenses including without limitation transportation, federal and state taxes, license fees and all insurance premiums. Real Estate Liquidators Inc shall process payment within 30 days of receipt of the report.
12. You agree to correct any deficiencies in the BPO, whether identified prior to or subsequent to your receipt of payment, and to make reasonable response to inquiries of Real Estate Liquidators Inc or the client relating to quality of services.
13. Real Estate Liquidators Inc and Broker/Agent agree that Broker/Agent is an independent contractor and not an employee or agent of Real Estate Liquidators Inc. Broker/Agent agrees to perform services hereunder without supervision by Real Estate Liquidators Inc.
14. Broker/Agent agrees to hold harmless, defend, and indemnify Real Estate Liquidators Inc from loss, costs or expenses (including, without limitation, attorney, expert witness and paralegal fees) incurred in connection with any claims, demands, suits, appeals, disputes or arbitrations arising from services or BPOs provided by Broker/Agent hereunder, including without limitation disputes with Broker/Agent subcontractors or actions by buyers, owners or sellers of property and claims of negligence in connection with services provided by Broker/Agent under this Agreement. This indemnity provision shall not apply to the extent that such loss, costs, or expenses are caused by the gross negligence or intentional acts of Real Estate Liquidators Inc or of a consumer of such service or BPO.
15. Broker/Agent agrees that any BPOs furnished Real Estate Liquidators Inc by Broker/Agent under this Agreement are owned by Real Estate Liquidators Inc and that Broker/Agent has exercised professional care in preparing such BPOs, in reaching opinions and conclusions stated therein and in obtaining and verifying information used in connection with such BPOs.
16. Broker/Agent agrees to maintain and keep current all licenses, certifications and continuing education as state licensing laws require.



17. Broker/Agent agrees that it shall not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, liability for service in the armed forces, disability due to veteran status, status as veteran of the Vietnam era, or the handicapped, and it shall comply with all the requirements of the Equal Opportunity Clause set forth in Executive Order 11246, as amended, and its implementing instructions, as well as the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, which are incorporated herein by reference. In the event that and at such time as Real Estate Liquidators Inc requests, Broker/Agent shall furnish to Real Estate Liquidators Inc written certification that Broker/Agent is in compliance with Executive Order 11246 and applicable regulations there under. Broker/Agent certifies that it does not and shall not maintain facilities for its employees in a segregated manner or permit its employees to perform their services at any location under their control where segregated facilities are maintained, and agree to obtain similar certifications from any subcontractors.
18. A signed copy of this Agreement should be returned to Real Estate Liquidators Inc as an indication of your acceptance of the terms herein contained. This Agreement may be amended or modified only by a written instrument signed by the parties. Real Estate Liquidators Inc shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder; Broker/Agent may not assign, transfer or subcontract its duties, obligations or rights hereunder without Real Estate Liquidators Inc's prior written consent.

This Agreement shall remain in place unless canceled in writing by Real Estate Liquidators Inc or by you upon thirty (30) days' written notice given to the other party. Any fees due under this Agreement shall be paid without regard to termination of this Agreement.

If you have any questions, or need further information, please contact Douglas Heise at 386-589-2874.

Signed and agreed to this _____ day of _____, 20__.

Broker Name: _____

Broker Signature: _____

Company Name: _____

Date: _____

REAL ESTATE LIQUIDATORS INC

Name: _____

Title: _____

Date: _____