

**AMERICAN HOMES ONLINE REFERRAL FEE AGREEMENT TERMS & CONDITIONS**

**Please Read and Accept The Following Terms**

**Terms And Conditions**

This American Homes Online Referral Fee Agreement, (hereinafter the “Agreement”), is entered by you, hereinafter referred to as “Agent/Broker” and AMERICAN HOMES ONLINE Realty INC., a New York corporation (hereinafter referred to as “AMERICAN HOMES ONLINE”).

WHEREAS, AMERICAN HOMES ONLINE is the owner and operator of proprietary and other property rights and interests in that certain business known as AMERICAN HOMES ONLINE Realty Inc., a New York Corporation, located at 61-43 186 St., Fresh Meadows, N.Y. 11365, and is in the business, among others, of creating, maintaining, marketing, developing, and advertising products and services on its website identified as <http://www.americanhomesonline.com> (hereinafter referred to as the “Site”).

WHEREAS, Agent/Broker possess a current and valid real estate salesperson or broker license.

WHEREAS, Agent/Broker agrees to pay AMERICAN HOMES ONLINE a referral fee of 10% (Ten Percent) of the gross referred side commission prior to any split between the real estate professional and his or her broker for all successful referrals (close of a qualified real estate transaction) that originate at AMERICAN HOMES ONLINE Website. (A referral is a person, renter, home buyer or seller who is introduced, sent or referred to you by phone, email or fax from AMERICAN HOMES ONLINE real estate services).

WHEREAS, Agent/Broker has received permission from their office broker to use American Homes Online service.

WHEREAS, Agent/Broker must abide by their local real estate licensing laws and have the appropriate insurance coverage (Example: E&O insurance)

WHEREAS, Agent/Broker must maintain and update their profile on American Homes Online platform, including but not limited to changes in your license status and address location.

WHEREAS, nothing contained in any of the services provided by AMERICAN HOMES ONLINE is an offer or promise to sell a specific product for a specific price or that any advertiser will sell any product or service for any purpose or price or on any specific term.

WHEREAS, AMERICAN HOMES ONLINE agrees to list Agent/Broker and/or list information provided by Agent/Broker on the AMERICAN HOMES ONLINE Site and/or its affiliates.

WHEREAS, Agent/Broker agrees that AMERICAN HOMES ONLINE may market to other

real estate agents and brokers, and Agent/Broker understands and agrees that he/she is not the only Agent/broker listed on the Site.

WHEREAS, AMERICAN HOMES ONLINE is not responsible for services offered by Agent/Broker. This includes but is not limited to legal documentation that must be furnished/required by all real estate licensees. Agent/Broker further agrees that services provided do not violate any applicable laws or regulations.

WHEREAS, Agent/Broker agrees that AMERICAN HOMES ONLINE may list and use the name, likeness, contact information, etc., of Agent/Broker on its Site and/or its affiliates.

WHEREAS, Agent/Broker agrees that Agent/Broker shall not have or receive any interest, monetary or otherwise, in any fees or compensation earned by AMERICAN HOMES ONLINE including, but not limited to, referral fees, commissions, advertising fees, monthly usage fees, or otherwise.

WHEREAS, AMERICAN HOMES ONLINE is the sole owner, developer, inventor, proprietor, distributor, marketer, and licensor of the Site.

WHEREAS, AMERICAN HOMES ONLINE and Agent/Broker agree that this Agreement shall last indefinitely unless cancelled by either party, with our without cause.

WHEREAS, AMERICAN HOMES ONLINE and Agent/Broker agree that if Agent/Broker receives a referral and engages in another transaction whether sale, purchase or rental, Agent/Broker agrees to pay the same Referral Fee described above for both transactions, and any new transactions that close within 10 years of the date of the Referral being sent by AMERICAN HOMES ONLINE via text, email, phone or AmericanHomesOnLine.com website.

WHEREAS, AMERICAN HOMES ONLINE and Agent/Broker agree that Agent/Broker will not refer Clients/Customers to any other agents or brokers. If an Agent refers the Client/Customers to another broker or agent without AMERICAN HOMES ONLINE written consent, Agent or the Receiving Brokerage shall be responsible for the Referral Fee according to the terms and conditions of this Agreement.

WHEREAS, AMERICAN HOMES ONLINE and Agent/Broker agree that Agent/Brokerage must pay the Referral Fee to AMERICAN HOMES ONLINE REALTY Inc. within seven (7) business days of the close of transaction. If payment is not submitted within seven (7) business days of the close of transaction, Agent/Broker agrees that he/she will pay an additional 10% of the Receiving Brokerage's total gross commission to AMERICAN HOMES ONLINE REALTY Inc.. Late Fees will be charged monthly until the Referral Fee is paid. The Agent/Broker will have the Referral Fee mailed directly to: AMERICAN HOMES ONLINE Realty Inc., a New York Corporation, located at 61-43 186 St., Fresh Meadows, N.Y. 11365.

WHEREAS, AMERICAN HOMES ONLINE and Agent/Broker agree that upon execution/signing of a contract for a transaction resulting from a Referral (**Within 48 Hours**), the

Agent/Broker will attach/upload a copy of those documents (MLS Listing sheet with commission amount, Executed Contract & HUD) and Email to: Support@AmericanHomesOnline or fax to 866-400-4646.

**NOW THEREFORE**, in consideration of agreements set forth herein between AMERICAN HOMES ONLINE and Agent/Broker, the Parties further agree as follows:

1. **Grant of Rights.** AMERICAN HOME ONLINE hereby grants Agent/Broker a limited, non-sub-licensable right to be listed on the Site through its Platform.
2. **Grant of Access.** AMERICAN HOMES ONLINE hereby grants Agent/Broker a limited, non-sub-licensable right to access the Site, be listed on the Site, and use the Services and print the Materials from the Site for Agent/Broker's personal, non-commercial, and informational use only pursuant to the Terms of Use.
3. **Limitation of Grant.** The limited use license herein granted to Agent/Broker shall in no way be construed to grant Agent/Broker any other rights not specifically set forth hereunder.
4. **Term and Termination.** The term of this license shall be indefinite unless cancelled by either Party, with or without cause. Should AMERICAN HOMES ONLINE exercise its right to terminate Agent/Broker's license, AMERICAN HOMES ONLINE shall not be required to provide Agent/Broker with notice of its intent to terminate said license.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THE CONCEPT, IDEA AND DESIGN OF AMERICAN HOMES ONLINE AND ITS SITES SHALL REMAIN, THE SOLE AND EXCLUSIVE PROPERTY OF AMERICAN HOMES ONLINE.**

5. **General Provisions**

- a. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but the rights and obligations of the Parties hereunder are not assignable, transferable or delegable except as provided herein, and any attempted assignment, transfer or delegation thereof which is not made pursuant to the terms hereof is void.
- b. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules thereof. The parties hereby consent to exclusive jurisdiction and venue for any action arising out of this Agreement in New York.

- c. *No Waiver.* Except as otherwise expressly set forth herein, no failure on the part of either party hereto to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver hereof nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by either party to this Agreement or any failure by either party to perform any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.
- d. *Headings.* The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way restrict any of the terms or provisions hereof.
- e. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- f. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable by reason of any rule of law or public policy, all other provisions of this Agreement shall nevertheless remain in effect. No provision of this Agreement shall be deemed dependent on any other provision unless so expressed herein.
- h. *Compliance with Laws.* Nothing contained in this Agreement shall be construed to require the commencement of any act contrary to law, and when there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation, contrary to which the parties have no legal right to contract, then the latter shall prevail; but in such an event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.
- i. *Entire Agreement.* This Agreement contains the entire agreement among the parties with respect to the sale, purchase, and distribution of personal care products as contemplated hereby. In the event that there is any conflict between the terms of this Agreement and any term in an attached exhibit to this Agreement, the terms of this Agreement shall prevail.
- j. *No Representations.* Each party to this Agreement acknowledges that no representations, inducements, promises or other agreements, oral or otherwise, have been made by any party, anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any addendum to or modification of this Agreement shall be

- effective only if it is in writing and signed by the parties to be charged.
- k. *Drafting Ambiguities.* The parties have participated jointly in the negotiation and the drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, the Parties intend that this Agreement be construed as if drafted jointly by the Parties and that no presumption or burden of proof arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law is deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” means without limitation. The word “or” is not exclusive. All words used in this Agreement are construed to be of such gender or number as the circumstances require.
  - l. *Representation By Counsel.* Each party to this Agreement has been afforded an opportunity to have this Agreement reviewed by him or its respective legal counsel.
  - m. *Further Assurances.* The parties hereto shall, without additional consideration, execute and deliver or cause to be executed and delivered such further instruments and shall take or cause to be taken such further actions as are necessary to carry out more effectively the intent and purpose of this Agreement.
  - n. *Representations and Warranties.* The Parties intend that each representation, warranty, and covenant herein has independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that such Party has not breached does not detract from or mitigate the fact that such Party is in breach of the first representation, warranty, or covenant.
  - o. *Indemnification.* Agent/Broker shall indemnify and hold harmless AMERICAN HOMES ONLINE and its respective directors, officers, shareholders, employees and agents against any and all losses, costs, expenses (including reasonable attorney’s fees and expenses actually incurred) damages, claims, and actions which result or arise from any claim or action brought by any third party based upon any breach by Agent/Broker of any covenant, obligation, duty, representation or warranty, or which arise from any claim or action founded upon the negligence of Agent/Broker.
  - p. *Legal Fees.* In the event any Party incurs legal fees and/or costs to enforce or interpret any provision of this Agreement, the prevailing party will be

entitled to recover such legal expenses, including without limitation, reasonable attorney's fees, costs, and disbursements, in addition to relief to which such party shall be entitled.

- q. *Notices.* All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date mailed by certified or registered mail, addressed to the respective party at the address as set forth below, or at such other address as either party may elect to provide in advance in writing, to the other party:

AMERICAN HOMES ONLINE REALTY, INC.  
61-43 186 St.  
Fresh Meadows, N.Y. 11365  
Attn: Support@AmericanHomesOnline.com  
Ph: (888) 246-2928 Ext. 101