

## Bird Dog Agreement

This Agreement is made effective as of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ ("hereinafter "Buyer" or "Seller" [circle one]), of \_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_.

In this Agreement, the parties who are contracting to receive services shall be referred to as the "Seller" or the "Buyer" [circle one], and the party who will be providing the services shall be referred to as the "Consultant". The Seller and/or the Buyer desire to have services provided by the Consultant. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on \_\_\_\_\_, 20\_\_\_, the Consultant will provide the following services (collectively, the "Services"): a real estate, locator, referral and contact service.

2. PERFORMANCE OF SERVICES. The Consultant shall determine the manner in which the Services are to be performed and the specific hours to be worked by the Consultant. The Seller and/or the Buyer will rely on The Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant's obligations under this Agreement.

3. PAYMENT. The Seller, through the Buyer, will pay a locator, referral and/or contact fee to the Consultant for the Services equivalent to \$\_\_\_\_\_ (\_\_\_\_\_% ) of the total proceeds derived from the sale and/or purchase of the certain property located, referred and/or contacted as requested by Seller and/or Buyer, or a flat fee in the amount of \$\_\_\_\_\_ for services as described in Paragraph 1 above. All fees due to Consultant shall be payable in a lump sum upon completion of the Services unless otherwise further negotiated between the Seller and/or the Buyer and the Consultant. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that the Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Consultant has not yet been paid.

4. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by the Consultant of the Services required by this Agreement.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an Independent contractor with respect to each, and not an employee of either. Neither the Seller's and/or Buyer's business shall provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant under this Agreement.

6. EMPLOYEES. The Consultant's employees, if any, who perform services for the Seller and/or Buyer under this Agreement, shall also be bound by the provisions of this Agreement. At the request of either the Seller or the Buyer, the Consultant shall provide adequate evidence that such persons are the Consultant's employees.

7. CONFIDENTIALITY. The Business recognizes that The Consultant has and will have the following information:

- Prices
- Costs
- Future plans
- Business affairs and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the Seller and/or the Buyer and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that the Consultant will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Seller or the Buyer. The Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

8. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that The Consultant has disclosed (or has threatened to disclose) Information in violation of this Agreement, The Seller and/or the Buyer shall be entitled to an injunction to restrain the Consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed, notwithstanding that this Agreement is not exclusive to the Seller and or the Buyer, and the Consultant shall be allowed to use such confidential information under identical agreement with any other third party who may be interested in purchasing the Seller's and/or selling to the Buyer up to and until the time the Seller and/or the Buyer have entered into their agreement(s) to consummate a financial transaction. The Seller and/or the Buyer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The Seller and/or The Buyer:

\_\_\_\_\_

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

Print: \_\_\_\_\_

Date: \_\_\_\_\_

IF for The Consultant:

\_\_\_\_\_

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

**This Form Provided By:**  
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Print: \_\_\_\_\_  
Date: \_\_\_\_\_

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

Party receiving services:  
\_\_\_\_\_ [  Buyer  Seller ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_ (Mobile)

Party providing services:  
\_\_\_\_\_ Consultant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_ (Mobile)

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