

“Bird Dog” Consulting Agreement

This is an *Agreement* by and between *Professional Real Estate Investor*, _____ (hereinafter “*Buyer*”), of _____ (E-Mail Address: _____), and *Independent Contractor*, Marvin C. Sterling, of Arvisom Real Property Investments, P.O. Box 892165, Oklahoma City, OK 73189-2165 (E-Mail Address: director@arvisom.com).

In this *Agreement*, the party who is contracting to **receive** services shall be referred to as the “Buyer,” and the party who is contracting to **provide** services, i.e., the *Independent Contractor*, shall be referred to as the “Consultant.” The Buyer desires that the Consultant provide the services herein described; therefore, both the Buyer and the Consultant agree as follows:

1. DESCRIPTION OF SERVICES. The Consultant shall provide the following services: *Investment-Property Locator Services*. For purposes of this *Agreement*, the designation “*Investment-Property Locator Services*” is defined as *the conscientious and diligent search for, and finding of, desirable investment properties for the Buyer to purchase.*

2. PERFORMANCE OF SERVICES. The particular manner in which the above-mentioned *Investment-Property Locator Services* shall be performed, and the specific hours during which the Consultant will work, shall be determined exclusively by the Consultant.

3. PAYMENT. The Buyer shall pay a *locator fee* to the Consultant for the property-locating services provided. Payment of this *locator fee* shall be on a *per* submission basis. Specifically, the Buyer agrees to pay the Consultant a flat fee for each investment property the Consultant submits to the Buyer. The *locator fee* shall range in amount from a minimum of **\$500.00** (FIVE HUNDRED DOLLARS) to a maximum of **\$1,000.00** (ONE THOUSAND DOLLARS), depending on the specifics that the Buyer agrees to, on a case-by-case basis, in each “*Individual Property Submission Form.*”

4. INDIVIDUAL PROPERTY SUBMISSION FORM. Prior to providing the Buyer with full identifying details on an individual investment property, the Consultant shall forward to the Buyer via e-mail a 1-page, “*Individual Property Submission Form*” describing the investment potential of that property, and indicating the exact *locator-fee* amount -- between **\$500.00** and **\$1,000.00** -- requested for that particular property submission. By signing and returning each “*Individual Property Submission Form,*” the Buyer **(1)** *confirms his/her desire to receive full property details from the Consultant,* and **(2)** *agrees to pay the Consultant the amount specified therein as locator fee.*

5. TIMING OF PAYMENTS. All fees due to the Consultant shall be payable in a lump sum upon **no later than 2 days** after the Buyer *places a submitted property under contract.* Upon termination of this Agreement, payments under this paragraph shall cease, notwithstanding that the Consultant shall still be entitled to payment for services rendered prior to the date of termination, insofar as such services remain uncompensated at the time of termination. Payment shall be made either *via* PayPal to director@arvisom.com (or, alternatively, by bank transfer to the Consultant’s checking account.)

6. TERM/TERMINATION. This Agreement may be terminated at any time by simple, written declaration by either the Buyer or the Consultant.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an *Independent Contractor*, not an employee of the Buyer. Neither the Buyer, nor the Buyer's business shall provide fringe benefits to the Consultant, including health insurance benefits, paid vacation, or any other employee benefit, under this Agreement.

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

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when transmitted *via* e-mail to the e-mail addresses of Buyer and Consultant as set for in the first paragraph of this Agreement.

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 the Agreement 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 Oklahoma.

Party Receiving Services (SIGNATURE):

_____ **Buyer / Professional Real Estate Investor**
DATE:

Party Providing Services (SIGNATURE):

Marvin C. Sterling **Consultant / Independent Contractor**
DATE: