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Return To: support@keysolutionsllc.com or 410-702-4591 Fax

EXCLUSIVE CONSULTING AGREEMENT

This Exclusive Agreement is made _____ between _____ (the "Company") and of Key Solutions, LLC (the "Consultant"). The Consultant has extensive experience regarding Real Estate Investment Sales, Purchases, Financing, Market Values, etc. and the Company seeks to benefit from the Consultant's expertise by retaining the Consultant as a Real Estate Consultant. The Consultant wishes to perform consulting services for the Company. Accordingly, the Company and the Consultant agree:

1. Services

The Consultant shall assist the Company with the lease-purchases of properties identified by the Company.

2. Compensation

As consideration for the consulting services described in paragraph 1, the Company shall pay the Consultant **50% of the Company's Lease/Purchase Assignment Fee** for the subject property.

Payments from the Company to the Consultant are Non-refundable and must be via Escrow Company funds or Certified Check.

3. Miscellaneous

- a. The relationship created by this Agreement shall be that of independent contractor. The Consultant shall have no authority to bind or act as agent for the Company or its employees for any purpose.
- b. Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, addressed as follows:

Company Address [Insert your address]:

Consultant Address:

Key Solutions, LLC
P.O. Box 958
Sykesville, MD 21784

- c. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless it is signed by an officer of the Company and by the Consultant.
- d. **HOLD HARMLESS CLAUSE** – The “Company” its successors and assigns, hereby agrees to save and hold harmless the “Consultant”, any of its independent contractors, agencies, affiliates, corporate partners, officers or employees, all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by the “Company”, its agents, or any of its independent contractors. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys’ fees.

Consultant (please sign) _____ Date _____

Company (please sign) _____ Date _____