



## ***CONSULTING AGREEMENT***

This Agreement is made effective as of DATE, by and between Pioneer Realty Capital LLC, of 701 Highlander Blvd, Ste 350, Arlington, Texas 76015, and NAME, of \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_.

In this Agreement, the party who is contracting to receive services shall be referred to as "Pioneer Realty Capital", and the party who will be providing the services shall be referred to as "NAME".

NAME has a background in DESCRIPTION OF SERVICE that create revenue streams and is willing to provide services to Pioneer Realty Capital based on this background.

Pioneer Realty Capital desires to have services provided by NAME.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on DATE, NAME will provide the services (collectively, the "Services") as referenced in the attached Proposal.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by NAME shall be determined by NAME. Pioneer Realty Capital will rely on NAME to work as many hours as may be reasonably necessary to fulfill NAME's obligations under this Agreement.

**3. PAYMENT.** Pioneer Realty Capital will pay a fee to NAME for the Services based on \$PAY for a 90-day period. This fee shall be payable by paying DESCRIPTION OF PAY STRUCTURE.

**4. EXPENSE REIMBURSEMENT.** NAME shall be entitled to be reimbursed for any business expenses incurred. A Pioneer Realty Capital form will be provided with instructions and receipts will be required along with reimbursement form.

**5. SUPPORT SERVICES.** Pioneer Realty Capital will provide the following support services for the benefit of NAME:

- Staff and administrative assistance
- All necessary subscriptions

**6. NEW PROJECT APPROVAL.** NAME and Pioneer Realty Capital recognize that NAME's Services could include working on one virtual conference for Pioneer Realty Capital. NAME shall obtain the approval of Pioneer Realty Capital prior to the commencement of a new project.





**7. TERM/TERMINATION.** This Agreement may be terminated by either party upon 5 days' written notice to the other party.

**8. RELATIONSHIP OF PARTIES.** It is understood by the parties that NAME is an independent contractor with respect to Pioneer Realty Capital, and not an employee of Pioneer Realty Capital. Pioneer Realty Capital will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of NAME.

**9. DISCLOSURE.** NAME is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Pioneer Realty Capital. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Pioneer Realty Capital
- any activity that NAME may be involved with on behalf of Pioneer Realty Capital

**10. EMPLOYEES.** NAME's employees, if any, who perform services for Pioneer Realty Capital under this Agreement shall also be bound by the provisions of this Agreement. At the request of Pioneer Realty Capital, NAME shall provide adequate evidence that such persons are NAME's employees.

**11. INJURIES AND INSURANCE.** NAME acknowledges NAME's obligation to obtain appropriate insurance coverage for the benefit of NAME (and NAME's employees, if any). NAME waives any rights to recovery from Pioneer Realty Capital for any injuries that NAME (and/or NAME's employees) may sustain while performing services under this Agreement and that are a result of the negligence NAME or NAME's employees.

**12. INDEMNIFICATION.** NAME agrees to indemnify and hold harmless Pioneer Realty Capital from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Pioneer Realty Capital that result from the negligent, fraudulent, and/or illegal acts or omissions of NAME, NAME's employees, if any, and NAME's agents.

Pioneer Realty Capital agrees to indemnify and hold harmless NAME from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Pioneer Realty Capital that result from the negligent, fraudulent, and/or illegal acts or omissions of Pioneer Realty Capital, Pioneer Realty Capital's employees, if any, and Pioneer Realty Capital's agents.





**13. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*Consultant's Intellectual Property.* NAME does not personally hold any interest in any Intellectual Property.

*Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Realty related Intellectual Property discovered or developed by NAME (or NAME's employees, if any) during the term of this Agreement shall be the property of Pioneer Realty Capital. NAME shall sign all documents necessary to perfect the rights of Pioneer Realty Capital in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, NAME shall sign all documents necessary to assign the rights to such Intellectual Property to Pioneer Realty Capital. NAME agrees to assign to Pioneer Realty Capital, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, developed within the scope of this agreement, for Pioneer Realty Capital, whether or not patentable. In the event any Intellectual Property shall be deemed by Pioneer Realty Capital to be patentable or otherwise registrable, NAME shall assist Pioneer Realty Capital (at Pioneer Realty Capital's expense) in obtaining letters patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at Pioneer Realty Capital's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest Pioneer Realty Capital, or any Affiliated Company specified by the Board, with full title thereto.

**14. CONFIDENTIALITY.** Pioneer Realty Capital recognizes that NAME has and will have the following information:

- products
- prices
- costs
- discounts
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- product design information





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

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**15. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that NAME has disclosed (or has threatened to disclose) Information in violation of this Agreement, Pioneer Realty Capital shall be entitled to an injunction to restrain NAME 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. Pioneer Realty Capital shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

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

**17. SERVICES TO THIRD PARTIES.** NAME shall not provide any consulting services to any third party during the term of this Agreement, unless NAME has obtained Pioneer Realty Capital's prior written consent.

**18. RETURN OF RECORDS.** Upon termination of this Agreement, NAME shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in NAME's possession or under NAME's control and that are Pioneer Realty Capital's property or relate to Pioneer Realty Capital's business.

**19. 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 Pioneer Realty Capital:

Pioneer Realty Capital LLC  
Charles Williams  
Owner  
701 Highlander Blvd, Ste 350  
Arlington, Texas 76015

IF for NAME:

NAME  
NAME

\_\_\_\_\_  
, Texas \_\_\_\_\_

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.

**20. 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.

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

**22. 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.

**23. 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.

**24. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.





**25. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of five (5) days, either party shall have the right to terminate this Agreement upon five (5) days' prior written notice to the other party.

**26. ASSIGNMENT.** NAME agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Pioneer Realty Capital. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Pioneer Realty Capital with, or its merger into, any other corporation, or the sale by Pioneer Realty Capital of all or substantially all of its properties or assets, or the assignment by Pioneer Realty Capital of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**27. SIGNATORIES.** This Agreement shall be signed on behalf of Pioneer Realty Capital by Charles Williams, Owner and on behalf of NAME by NAME, \_\_\_\_\_ and effective as of the date first above written.

Party receiving services:  
Pioneer Realty Capital LLC

By: \_\_\_\_\_  
Charles Williams  
Owner

Party providing services:  
NAME

By: \_\_\_\_\_  
NAME





## EXHIBIT A

List of Intellectual Property (see section 14). Please note this is not a concise list of all intellectual property. Please see Pioneer Realty Capital management for any questions regarding intellectual property.

1. All marketing material produced with Pioneer Realty Capital branding
2. All marketing material that promotes and/or introduces Pioneer Realty Capital services
3. All proprietary information as it pertains to Pioneer Realty Capital's processes for client development and/or marketing
4. All videos that promote and/or introduce Pioneer Realty Capital and its services
5. Any new processes created and implemented to improve Pioneer Realty Capital offerings

