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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

WINDERMERE REAL ESTATE/WEST)	
CAMPUS, INC. <i>plaintiff</i>)	No.
-v-)	
KIMBERLY A. MAZZUCA, and her)	COMPLAINT ON UNPAID
marital community with JOHN DOE)	BUSINESS DEBT
MAZZUCA <i>defendants</i>)	

FOR ITS CAUSE OF ACTION HEREIN, PLAINTIFF ALLEGES:

1. Plaintiff is a foreign corporation, has all necessary licenses and has paid all applicable fees and penalties.
2. Defendants KIMBERLY A. MAZZUCA and JOHN DOE MAZZUCA comprise a marital community and reside in King County. Each act or occurrence set forth herein benefitted them individually and benefitted their marital community. Plaintiff is unaware of the true name of JOHN DOE MAZZUCA and therefore reserves the right to insert same herein once known.
3. Defendants owe Plaintiff the principal sum of \$14,073.73, plus interest at 12% per annum since January 13, 2011, plus costs of suit and attorney fees incurred herein, in accordance with the statement of account and the terms of the Broker/Sales Associate Agreement, copies of which are attached hereto and marked Exhibits A and B, arising out of failure to pay for certain services, fees and expenses either furnished, paid for or incurred by Plaintiff, while Kimberly A. Mazzuca was an independent contractor real estate agent working out of the offices of Plaintiff.
4. Despite demand, no part of the above stated debt has been paid.

PHILLIP L. THORESON, P.S.
410 E. Denny, Ste 123
Seattle, WA 98122
(206) 577-0606

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WHEREFORE, plaintiff prays for judgment against defendants as follows:

- a) for \$14,073.73 principal, plus interest, plus attorney fees;
- b) for costs of suit herein;
- c) for such other and further relief as the Court deems just and equitable.

August 16, 2013



Phillip L. Thoreson, WSB #9434,
Phillip L. Thoreson, P.S., attorneys for plaintiff

PHILLIP L. THORESON, P.S.
410 E. Denny, Ste 123
Seattle, WA 98122
(206) 577-0606

DATE	DESK FEE	LATE FEE	AMOUNT DUE	PAYMENT	BALANCE	CLOSING
10/01/07	1,200.00	0.00	1,200.00	600.00	600.00	PAID 1/2 OCTOBER
11/01/07	1,200.00	0.00	1,200.00	600.00	1,200.00	PAID 1/2 NOVEMBER
12/01/07	1,200.00	0.00	1,200.00	600.00	1,800.00	PAID 1/2 DECEMBER
01/02/08	1,200.00	150.00	1,350.00	0.00	3,150.00	
02/01/08	1,275.00	150.00	1,425.00	0.00	4,575.00	
02/27/08			0.00	1,200.00	3,375.00	1/2 OCT & NOV - NORRIS/RUF
03/01/08	1,275.00	150.00	1,425.00	0.00	4,800.00	
	0.00	0.00	-450.00	0.00	4,350.00	3 MONTH LATE FEES WAIVED
03/26/08				1,200.00	3,150.00	1/2 DEC & JAN - MERGIST/JANSON
04/01/08	1,275.00	0.00	1,275.00	1,275.00	3,150.00	
05/01/08	1,275.00	0.00	1,275.00	4,650.00	-225.00	
06/01/08	1,275.00	0.00	1,275.00	1,275.00	-225.00	
07/01/08	1,275.00	50.00	1,325.00	1,325.00	-225.00	
08/01/08	1,275.00	0.00	1,275.00	1,275.00	-225.00	
09/01/08	1,275.00	0.00	1,275.00	1,275.00	-225.00	
	325.00	0.00	325.00	275.00	-175.00	Including \$275 for Corey - Owes \$50
10/01/08	1,275.00	0.00	1,275.00	1,275.00	-175.00	
	325.00	0.00	325.00	325.00	-175.00	Including \$325CC for Corey
11/01/08	950.00	0.00	950.00	1,275.00	-500.00	Paid \$325 too much for DF
	0.00	0.00	0.00	325.00	-825.00	Paid for Corey - S/B no DF in Nov.
12/01/08	950.00	0.00	950.00	350.00	-225.00	\$650 credit (Corey + overpd DF) Paid by VISA
01/01/09	950.00	0.00	950.00	950.00	-225.00	VISA
02/01/09	950.00	0.00	950.00	950.00	-225.00	VISA
03/01/09	950.00	0.00	950.00	950.00	-175.00	VISA
04/01/09	950.00	0.00	950.00	0.00	775.00	Change Desk Fee to "Off Campus" rate per JT
05/01/09	950.00	0.00	950.00	0.00	1,725.00	
06/01/09	950.00	0.00	950.00	0.00	2,675.00	
07/01/09	950.00	0.00	950.00	0.00	3,625.00	
08/01/09	950.00	0.00	950.00	0.00	4,575.00	
09/01/09	950.00	0.00	950.00	0.00	5,525.00	
10/01/09	950.00	0.00	950.00	0.00	6,475.00	
11/01/09	950.00	0.00	950.00	2,000.00	5,425.00	
12/01/09	950.00	0.00	950.00	0.00	6,375.00	
01/01/10	950.00	0.00	950.00	0.00	7,325.00	
02/01/10	950.00	0.00	950.00	0.00	8,275.00	
03/16/10	950.00	0.00	950.00	0.00	9,225.00	
04/01/10	950.00	0.00	950.00	0.00	10,175.00	
05/01/10	950.00	0.00	950.00	0.00	11,125.00	
06/01/10	950.00	0.00	950.00	0.00	12,075.00	
07/01/10	950.00	0.00	950.00	0.00	13,025.00	
08/01/10	950.00	0.00	950.00	0.00	13,975.00	
09/01/10	950.00	0.00	950.00	0.00	14,925.00	No Desk Fee charged for Oct. or Nov.
				345.90	14,579.10	Credit DF B & O, F & E for Oct. & Nov. pd from closings
12/08/10	0.00	0.00	0.00	117.84	14,461.26	PROTECK CLOSING
12/13/10	0.00	0.00	0.00	83.47	14,377.79	PROTECK CLOSING
12/30/10	0.00	0.00	0.00	54.01	14,323.78	PROTECK CLOSING
01/13/11	0.00	0.00	0.00	205.86	14,117.92	PROTECK CLOSING
01/18/11	0.00	0.00	0.00	44.19	14,073.73	MAIN STREET VALUATIONS
04/08/11	0.00	0.00	0.00	520.10	13,553.63	BROKER PRICE OPINION.COM
04/11/11	0.00	0.00	0.00	-520.10	14,073.73	PAYMENT STOPPED ON BROKER PRICE OPINION CHECK
	0.00	0.00	0.00	0.00	\$14,073.73	Balance Due to West Campus

2008
BROKER/SALES ASSOCIATE AGREEMENT

This AGREEMENT is made this 1st day of January by and between Windermere Real Estate/West Campus, Inc. ("Broker"), and Kim Mazzuca ("Associate"). The Parties hereby agree as follows:

- 1. GENERAL.** Each party shall at all times hold a real estate license as required by the real estate licensing authority of the state in which Broker's office is located. In the event that either party's license expires, or is suspended or revoked by the state licensing authority, the party shall immediately so notify the other party in writing. Broker maintains a real estate office, equipped, furnished and staffed to serve the public and the parties. Both parties agree to exert best efforts to promote the reputation and business of Broker and Associate.
- 2. STATUS OF THE PARTIES.** The parties agree that Associate is an independent contractor, is not an employee of Broker and specifically will not be treated as an employee for Federal tax purposes. Broker shall have no responsibility for withholding, reporting or paying Associate's federal, state or local taxes, (including but not limited to Federal income tax, Social Security and unemployment taxes or insurance), which shall be Associate's sole responsibility. Exception: Broker shall withhold and pay state Business and Occupation (B & O) taxes on Associate's share of commissions and fees where and when applicable. Broker and Associate shall each be responsible for payment of their proportionate share of state industrial insurance (worker's compensation), medical aid and supplemental pension fund portions of state industrial insurance where applicable.
- 3. BROKER'S RESPONSIBILITY.** Broker shall provide Associate with a desk, office equipment, local telephone service, receptionist, business secretarial assistance, office advertising, membership in listing and/or referral services selected by Broker, and use of sales materials.

Associate, through personal contact as well as office meetings, shall have the benefit of Broker's guidance, suggestions and experience in matters of listings, sales, financing, current trends and general aspects of the real estate business.

Broker agrees to promote the image of the parties and office by establishing and maintaining rules regarding office use, days it will be open, advertising, listing and selling procedures and related matters. Broker reserves the right to establish, and Associate agrees to comply, with office procedures for inquiries, leads and similar sales opportunities. Broker may, at his/her discretion, modify any such policies and procedures at any time. Modifications will be communicated to Associate within a reasonable time frame.

4. ASSOCIATE'S RESPONSIBILITIES.

Legal Compliance: Associate agrees to maintain current knowledge of all laws governing licensed real estate salespersons and brokers, and agrees to strict adherence at all times.

Documents and Funds: Listings, sales and other agreements obtained by Associate shall be in the name of, and the property of, Broker. All wholly or partially executed instruments, documents and deposits shall be immediately delivered to Broker's possession in accordance with applicable laws.

Copyright Assignment and License: To the extent permitted by law, all materials that may be protected under U.S. copyright law, including but not limited to photographs, drawings, written descriptions, narratives, and motion pictures data and information, submitted by Associate to Broker at any time with respect to a real estate listing (the "Copyright Protected Materials") shall be considered a Work Made for Hire (as such term is defined under the Copyright Act, 17 U.S.C. Section 101 and following, as amended) by Agent for Broker, and as such, shall be exclusively developed for the benefit of and owned by Broker, Broker shall exclusively own all copyright and all other intellectual property rights in the Listing information. In the event that it should be determined that any of the Copyright Protected Materials does not qualify as a Work Made for Hire, Associate hereby assigns and transfers all rights in the Copyright Protected Materials, including all trademarks, service marks, trade names, patents and all additional materials subject to U.S. copyright protection, created or obtained by Associate in the scope of Associate's duties representing Broker in relation to Broker's real estate listings to Broker. If the assignment or transfer contemplated herein is determined to be unenforceable for any reason, Associate hereby grants to Broker an exclusive, non-revocable, worldwide, royalty-free copyright license to publish and reproduce the

Copyright Protected Materials, to prepare derivative works of the Copyright Protected Materials and to distribute the copyright

Advertising/Marketing: Associate agrees to comply with all laws, local ordinances, rules and regulations (including Realtor® Association and MLS rules) regarding restrictions on advertising and signs, and to use only advertising, signs, brochures or other solicitation materials approved by Broker in advance of their use. Broker's authorization is required on all personal marketing materials and all other forms of advertising in any media whatsoever, including without limitation newspapers, magazines, telephone book listings ("white page" business listings and yellow page listings or advertisements), billboards, television, radio, buses, grocery carts, Internet web sites, other online solicitation (e.g. mass e-mail), etc., prior to use by Associate.

Associate agrees to use Broker's legally licensed name designation on all advertising and marketing materials as required by law. Associate also agrees to follow all Windermere policies, together with all policies and procedures published by Broker, concerning the Windermere logo, advertising, signage, and any related topics.

Associate shall not act as a loan officer or as a representative for any mortgage broker, lender, closing agent, or title company. Such activities are not covered by any insurance purchased or maintained by Broker, and Associate shall defend, indemnify, and hold Broker harmless from any and all claims against Broker arising from and/or relating to such activities.

Associate shall not engage in any property management activities without Broker's express written permission, and Associate shall defend, indemnify, and hold Broker harmless from any and all claims against Broker arising from and/or relating to Associate's involvement in such activities.

Use of Windermere Name: Associate understands that the name "Windermere" and the Windermere logo are registered trademarks of Windermere Services Company. Other names and logos used by Broker (including, without limitation, Premier Homes/Estates/Properties; Sea, Sun & Snow; Lifestyles Northwest, etc.) are also protected by trademark law at the state and/or federal level. During the term of this Agreement Associate is granted a limited, non-exclusive license to use the Windermere marks in connection with Associate's real estate business, provided that Associate at all times complies with all written policies and procedures governing their use. Such policies may be adopted from time to time by Windermere Services and/or Broker, and may be changed at any time without notice. Associate shall not, without the express written authorization of Broker, allow any third person or entity to use any of the marks, in any form, for any reason; nor shall Associate do anything to imperil or undermine the good will and public esteem of Broker, the brokerage, or the "Windermere" trade name and marks. Misuse of the Windermere name or trademarks shall constitute a material breach of this agreement, and may be grounds for immediate termination.

Standards of Practice: Associate shall control his/her own work hours and shall have no required floor time. Associate shall conduct business in a professional and courteous manner, acting with respect toward other agents, Associates and clients, and shall make a good faith effort to resolve differences quickly through Broker or Associate's manager. Though subject to change from time to time, Associate shall abide by Broker's most current "Standards of Practice" guidelines (a copy of which is attached for reference), and agrees to adhere to published grievance or arbitration hearing procedures in the event of disputes involving other Windermere Associates and Brokers.

5. COMMISSION AGREEMENT. Windermere's Commission Schedule is attached hereto and incorporated in this agreement by reference and summarizes commission shares and conditions.

6. MEMBERSHIPS. Broker and Associate are members of the National and State Association of Realtors® and subscribe to one or more multiple listing service(s) (MLS). Associate shall pay all Realtor® and MLS dues and fees. Associate agrees to abide by the Association of Realtors® Code of Ethics, as well as any MLS rules and regulations.

7. EXPENSES. Broker shall not be liable to Associate or third parties for expenses incurred by Associate unless otherwise agreed to in writing. Associate shall be responsible for and shall promptly pay all of Associate's own expenses. Though subject to change from time to time, the "Windermere's Expense Schedule," which is attached hereto and incorporated herein by reference, summarizes most goods and services generally used by Associate and specifies who is responsible for payment.

Associate hereby authorizes Broker, at Broker's sole discretion, to advance payment of any expenses, dues, fees and charges (including Association of Realtors® dues), whether for accounting convenience of Broker or third party, or because Associate has failed to make such payment promptly. Associate agrees to reimburse Broker for all amounts advanced as well as for all B&O taxes (where applicable) assessed to Broker on reimbursements, advances, or prepayments made on Associate's behalf. Amounts advanced shall be deducted from Associate's first available commissions after payment. Balances remaining after commission deductions shall be due on the 7th day of each month. If Associate fails to pay remaining balances by the deadline, then Broker may assess a late fee. All balances that remain unpaid thirty days after becoming due shall accrue interest at the maximum rate allowed by law.

8. WINDERMERE FOUNDATION. Associate agrees that a portion of the gross listing and/or selling commission from each transaction shall be allocated to the Windermere Foundation (a charitable non-profit organization).

9. INSURANCE.

Automobile Insurance: At all times, Associate shall have automobile liability and property damage insurance covering all motor vehicles that Associate uses or may use in Associate's business. The insurance shall have limits of not less than \$250,000/\$500,000/\$100,000 or a combined single limit of \$500,000. Associate agrees to provide Broker with proof of coverage immediately upon request. Associate shall notify Broker promptly of any and all business-related accidents, losses or incidents that result in or are likely to result in a claim against such insurance.

Personal Property Insurance: Broker's property insurance does not cover loss of or damage to Associate's personal office equipment and belongings (including, without limitation, computers, cellular telephones, PDAs, etc.). Associate is encouraged to purchase personal property insurance at his or her own expense. Associate agrees to hold Broker harmless for any loss of or damage to Associate's personal property, whether such damage or loss occurs because of natural disaster, theft, or any other reason whatsoever.

Errors and Omissions Insurance: Broker maintains Errors and Omissions (E&O) insurance covering claims arising from Associate's conduct in the provision of professional real estate services while Associate is licensed to Broker. On an annual basis, Broker renews its existing policy or purchases a new one. Associate agrees that the policy in effect upon execution of this Agreement is incorporated herein as if fully set forth. Associate further agrees that each renewal or new policy shall be incorporated automatically herein. Associate understands that each policy is a claims-made policy, which means that only claims made and tendered during that policy are subject to coverage under that policy. Because a new policy may not afford the same coverage, claims made under a new policy may not be covered. Unless agreed otherwise in writing, Associate shall indemnify Broker for the full amount of the E&O deductible set forth in the policy.

Associate shall be familiar with and shall comply with all terms of Broker's E&O policy. Broker will make the policy available for Associate's review. Associate understands that certain types of conduct and claims (including, without limitation, intentional misconduct) are routinely excluded from coverage and that exclusions and endorsements may change when E&O policies are renewed or changed.

Associate understands that Broker's E&O insurance does not cover Associate's conduct or activities as, in connection with, or on behalf of mortgage brokers, lenders, title companies, settlement service providers, or providers of other types of related real estate services. Associate shall not enter into any agreement, contract, or relationship for which compensation in any form relating to such real estate services is paid directly or indirectly to Associate.

With respect to any and all uninsured and/or denied claims arising from or related to Associate's conduct, Associate agrees to indemnify Broker for all costs and expenses incurred by Broker, including, without limitation, attorney fees, judgments, fines, and awards.

10. ASSOCIATE/PRINCIPAL TRANSACTIONS. Associate shall not represent himself or herself as a principal in any real property transactions without Broker's express written permission. Associate understands that this provision has been included in this Agreement because of substantially higher liability associated with such transactions, and because Broker's E&O insurance may not cover such principal transactions. Accordingly, in the event Broker grants permission for Associate to represent himself or herself, Associate agrees to indemnify

Broker for Broker's full E&O deductible (unless agreed otherwise in writing) on all covered claims arising from or related to such transactions. For all non-covered or denied claims, Associate shall indemnify Broker for all Broker's costs and expenses arising from or relating to such transactions.

If Broker does not consent to Associate representing himself or herself, Associate shall be represented by another licensee assigned by Broker and approved by Associate. Associate shall not represent any other principal party to such a transaction.

Associate shall comply with all rules imposed by Broker and Broker's E&O provider, which rules are incorporated herein by reference. If Associate fails to comply with this paragraph and/or the referenced rules, then Associate shall indemnify Broker for all costs and expenses incurred by Broker pertaining to any claim arising from or related to Associate's conduct and/or role in the transaction. For purposes of this section and the referenced rules, the definition of Associate includes, without limitation, any and all limited liability companies, corporations, partnerships, and/or other entities in which Associate is an officer, shareholder, member, partner, etc. Additionally, for purposes of this section, costs and expenses include, without limitation, litigation costs and expenses, attorney fees, judgments, fines, and awards.

11. INDEMNIFICATION OF BROKER. Associate shall indemnify Broker for all Broker's costs and expenses pertaining to any and all uninsured and/or denied claims arising from or relating to Associate's conduct, including, without limitation, Associate's failure to comply with the terms of this Agreement. In addition, Associate shall pay all fines, awards, or monetary sanctions of any kind levied against Associate and/or Broker as a result of Associate's conduct, and understands that Broker shall not pay any portion whatsoever. Associate understands that the referenced fines, awards, or monetary sanctions include, without limitation, multiple listing service commission awards and/or disciplinary fines imposed by any Association of Realtors® or MLS, fines for failure to comply with federal laws and regulations such as lead-based paint disclosures, telemarketing restrictions, and RESPA, and violation of state licensing statutes.

Associate authorizes Broker to withhold commissions paid to Broker and owed to Associate in amounts sufficient to pay all costs and expenses incurred by Broker. Neither Broker's failure to withhold nor a lack of commissions shall relieve Associate of the obligation to indemnify Broker, and Associate shall, in all circumstances, reimburse Broker for all sums paid by Broker in connection with Associate's conduct.

If Associate retains his or her own attorney to represent Associate, then in addition to Associate's indemnification obligation herein, Associate shall bear sole responsibility for paying that attorney. For purposes of this section 11, costs and expenses include, without limitation, litigation costs and expenses, fines, awards, judgments, and attorney fees.

12. COMMISSION CLAIMS / INDEPENDENT LEGAL ACTION. Broker has no insurance covering the pursuit of commission claims or any other type of claim for damages. Without Broker's express written permission, Associate shall not initiate legal action in pursuit of a commission or other damages.

If Broker elects to pursue a commission or other damages on behalf of Broker and Associate, then Broker shall have the sole right to select attorneys, control any litigation, and to settle, compromise, dismiss, and/or cease pursuit of the claim. Unless Broker and Associate agree otherwise in writing, all costs and expenses (including, without limitation, attorney fees, litigation expenses, collection of judgments or awards, and attorney fees and costs awarded to the adverse party) incurred by Broker in the pursuit of any such claim shall be split by Broker and Associate in the same proportion as the commission split set forth in the Commission Schedule attached hereto. The applicable split shall be the one in effect upon the closing of the transaction giving rise to the claim; provided: that if there is no closing, then the applicable split shall be the one in effect at the time that pursuit of the claim is commenced. Prior to pursuit or litigation of such claims, Broker shall have the right to require a deposit from Associate to cover all or a portion of Associate's estimated share of the costs. Associate shall be liable for his or her share of the costs, regardless of the outcome of the pursuit of such claims.

Any amounts received as a result of the pursuit of such claims shall be divided between Broker and Associate in accordance with this paragraph and the commission split set forth in the Commission Schedule.

If Broker declines to pursue a commission or other claim, but gives written permission for Associate to pursue such claims independently, then Associate shall be solely responsible for all costs incurred in pursuing the claims. Any amounts recovered by Associate may be retained by Associate, but only if paid first to Broker.

If Associate breaches the terms of this paragraph, or if pursuit of the commission (whether by Broker or by Associate) results in any uninsured or denied claims, or professional or administrative investigations or complaints against Broker and/or Associate, then the terms of Paragraph 11 shall apply. If pursuit of the commission results in insured claims against Broker and/or Associate, then Associate shall pay the entire E&O deductible, unless otherwise agreed in writing.

13. TERM AND TERMINATION. The term of this agreement begins January 1st at the year noted on the top of page 1 of the Broker/Sales Associate Agreement and ends on December 31st of the same year. The agreement may be terminated, at any time, with or without cause, by either party giving notice to the other, or by Broker by returning Associate's real estate license to the state's licensing authority. Upon termination, Associate shall promptly return all keys and other property belonging to Broker and complete the check out procedure with the office Administrator.

Pending Commissions and Transactions: Any commissions pending (i.e. buyer and seller have reached mutual acceptance on a purchase and sale agreement, lease, listing or other similar document, but the subject transaction has not yet closed) at the time of termination shall be paid in accordance with this Agreement and shall be subject to settlement of Associate's obligations to Broker. Associate authorizes Broker to hold all commissions in Broker's account pending resolution of any disputes over division of the commission funds, or of any existing or potential legal actions.

Associate agrees to exercise utmost good faith and diligence to complete and close pending transactions. If any of Associate's transactions is not completed prior to termination, then Broker may appoint other licensees affiliated with Broker to complete the transaction. In such case, Broker is authorized to compensate other such licensees in an amount determined by Broker in its sole discretion, and to deduct such amounts from Associate's share of the commission up to and including the full amount owed to Associate.

Unpaid Obligations to Broker: Upon termination Associate will immediately pay all amounts due Broker. If Associate moves to another real estate brokerage, Associate hereby irrevocably assigns the proceeds of any pending commissions and, upon Broker's written request to Associate's new Broker, authorizes the new Broker to deduct and forward such shortfalls out of commissions earned at Associate's new brokerage to Broker until owed amounts are paid in full. Collection costs on amounts not paid, including attorney's fees, shall be paid by Associate.

Windermere Name and Trademarks: Associate's license to use the Windermere name and trademarks shall be deemed revoked immediately upon termination of this Agreement, and Associate agrees to cease and desist from all use of the marks thereafter. Associate shall surrender to Broker, upon demand, all personal marketing materials in Associate's possession bearing or referring to the name Windermere, or any of the Windermere trademarks. Any Internet domain names registered by or to Associate which include the name "Windermere" in any fashion whatsoever shall, upon termination of this Agreement, be transferred to Broker or to Windermere Services Company upon demand. Associate agrees that Broker or Windermere Services may seek injunctive relief to enforce the provisions of this paragraph, in addition to seeking recovery of money damages. For purposes of protecting its trademark rights ONLY, Windermere Services Company shall be deemed a third party beneficiary of this Agreement, and shall have standing to bring suit for breach of this provision. In any such action arising from Associate's infringement of the Windermere trademarks, the prevailing party shall be entitled to recover attorney fees and costs.

14. DUTY TO ARBITRATE. Associate and Broker agree that commission or other disputes which cannot be resolved between them or between other Windermere Brokers or Associates (including disputes arising after termination of this Agreement) shall be submitted to and resolved in accordance with Broker's internal arbitration procedures. Arbitration is mandatory and the decision is binding. The 'Windermere Standards of Practice and Arbitration Manual' is available for Associate's review at any time in Broker's office and on the 'Windermere Online Resource Center' (WORC) intranet site. The version of the Manual in effect at the time arbitration is commenced will control. Associate hereby grants Broker the right to deduct resulting awards and damages from Associate's outstanding or future commissions, or if there is no closing or commissions, to pay immediately upon Broker's demand.

15. ASSISTANTS. In the event Associate hires a licensed or unlicensed assistant, Associate agrees to abide by and comply with Broker's guidelines pertaining to Associate Assistants. Associate shall advise Broker if Associate is hiring, using, or intends to hire or use an Assistant, and agrees to execute the required Addendum/Amendment to this Agreement at such time. If Associate is acting as an Assistant, then Associate agrees to execute the required Addendum/Amendment to this Agreement, and to limit his/her activities to those outlined in Broker's guidelines pertaining to Assistant activities.

16. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them.

17. AMENDMENTS. This Agreement may be amended only in writing, signed by each of the parties and attached to this Agreement.

18. BINDING EFFECT. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representative, successors and all persons hereafter holding or having an interest in this Agreement.

19. CONSTRUCTION. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

20. HEADINGS AND PRONOUNS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision. All pronouns and any variations of them shall be deemed to refer to masculine, feminine, neuter, singular or plural, as required for the identification of the person or persons, firm or firms, corporation or corporations.

21. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision is found to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall have no affect on the remainder of the Agreement, and it shall be enforced to the full extent permitted by law.

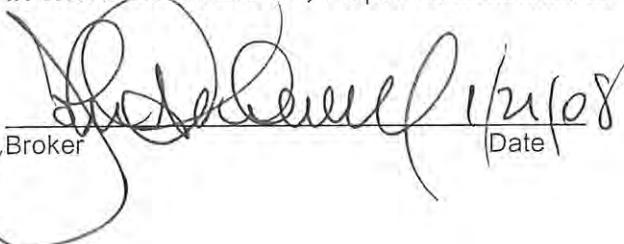
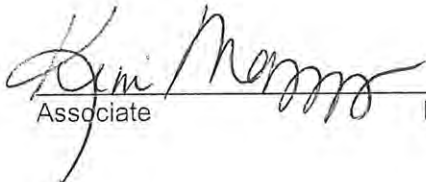
22. WAIVER. The consent, approval or waiver of any covenant, term or condition of this Agreement by either party shall not be construed as consent, approval or waiver of a subsequent similar act or breach of the same covenant, term or condition.

23. GOVERNING LAW. The laws of the state shall govern the validity of this Agreement, the construction of its terms, and the interpretation and construction of this Agreement. Any disputes arising from this Agreement shall be resolved through internal arbitration as set forth in 'Duty to Arbitrate' section above. Each party shall bear its own attorney fees and costs in all proceedings.

24. NO THIRD PARTY BENEFICIARY INTENT. Except as expressly stated in section 13 above, the promises between Broker and Associate in this Agreement are intended for Broker's and Associate's sole benefit and not for the benefit of any third party, including without limitation any buyer or seller of real estate, nor for the benefit of any other brokerage or broker.

25. ATTACHED ADDENDA. Broker and Associate acknowledge that various Addenda are attached to this contract and by this reference incorporated herein. Associate has dated and initialed each Addendum acknowledging that he/she has read the same and knows it to be a part of this fee contract.

IN WITNESS WHEREOF, the parties have entered into this Broker/Sales Associate Agreement as of date below.

 _____
Broker
 _____
Associate

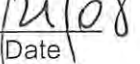
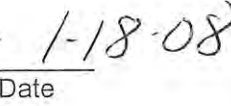
 _____
Date
 _____
Date

Exhibit B-6

Windemere

Addendum A
2008 BROKER/SALES ASSOCIATE AGREEMENT
WINDERMERE COMMISSION AGREEMENT -- FEE OFFICE

I. GENERAL

- A. Associate shall not be entitled to any salary, draws, or compensation other than the commission shares set forth in this Agreement.
- B. Associate agrees to adhere to Broker's standard listing and selling fee schedule in all transactions. Neither Broker nor Associate shall alter the amount or defer payment of a commission without the prior agreement of the other.
- C. All commissions must be paid to Broker alone per licensing law. Associate shall have no claim to commission shares except from money actually received by Broker.
- D. Broker shall be entitled to deduct unpaid obligations owed to Broker from Associate's share.
- E. Except as otherwise provided in this Agreement, Associate shall be entitled to receive as Associate's share of commissions, an amount equal to 100% of commissions paid to Broker as a result of Associate's efforts, net of Associate's Desk Fee and expenses due Broker. Associate authorizes Broker to withhold commission due Associate to establishing a reserve for charges, claims, litigation, arbitration or other pending contingent liabilities. (Upon resolution, amount in the reserve shall be applied to any payments found to be due or refunded to Associate as appropriate.)

Broker will not pay a commission to Associate until is earned. Commissions are not deemed earned by Associate until Associate, in accordance with all applicable licensing laws and regulations and/or written Broker policies, has turned in all required documents.

Agreements for commissions shared shall be expressed as a percentage of the relevant listing or selling commission portion. Associate shall make all referrals, co-listing and co-selling agreements (whether within or outside the Windermere group) through Associate's Branch Manager. Commission sharing arrangements and partnerships between Associates shall be in writing at the inception of the relationship. Such agreements shall include a description of each Associate's responsibilities and shall state clearly how the relationship will be dissolved and how the partnership's assts will be divided. Failure to enter into a written agreement could affect Associate's ability to recover commissions.

Associate shall be responsible for logging in with appropriate Windermere relocation companies or departments all out-of-area customers within a reasonable time (usually 72 hours). Failure to do so may result in a substantial reduction of Associate's commission share due to referral agreements/contracts with referring networks and companies.

- F. In the case of special marketing programs or projects (including, but not limited to, builder accounts and condominiums), Broker reserves the right to set separate commission payment policies to cover the associated costs. By participating in such programs, Associate automatically agrees to exceptions in usual commission structures.
- G. Periodically, desk fees and other fees may be adjusted. Broker reserves the right to make such adjustments effective upon a minimum of one month notice to Associates regardless of whether or not agent is in the term of a current contract.

II DESK FEES

- A. Associate shall pay to Broker a monthly desk fee of \$ 1275.00 . Said fee is due on the 25th of the month preceding the month for which the fee is due. If the fee is not paid in full by the close of the business day of the 2nd day of the month (except when the 2nd falls on a weekend or holiday in which event it will be due on the next normal business day) for which the fee is due, then on the 3rd day a late charge of \$25.00 per day will be assessed to a maximum of \$150.00. This late fee shall be paid at the same time the desk fee is paid. All NSF checks or insufficient funds in Associate's account to cover the ACH authorized by the Associate shall constitute a late payment and the late charge of \$25.00 per day provided for herein shall apply. If Associate becomes more than sixty days delinquent on their desk fee and/or late fees Broker retains the right to retain all or any portion of gross commissions paid on agent's behalf and deduct delinquent fees from them until such time as they are paid in full.
- B. Broker has the right to issue an itemized statement of expenses due Broker on the first of each month. When so provided, total of Desk Fee and expenses shall be due on the 7th day of the month and a late fee is assessed if entire balance is not paid in full. Late fee shall be due and payable when balance is paid unless otherwise agreed to in writing by Broker and Associate. All balances that remain unpaid thirty days after becoming due shall accrue interest at the maximum rate allowed by law.
- C. Associate agrees to give Broker a 30 day notice of intent to terminate or transfer to another office. If insufficient notice is given Associate agrees to pay a full month's desk fee after termination.

 1-18-08
Associate Date

**Addendum B
ASSOCIATE'S EXPENSES WEST CAMPUS
FOR CALENDAR 2008**

All expenses are subject to change upon thirty days written notice by Broker during the term of this contract. Associate may refer to vendor price lists to obtain most current costs when ordering supplies. Prices shown do not include taxes or freight charges.

FIXED EXPENSES

Facilities & Equipment	\$150.00 per month
MLS books & dues (if you belong)	As quoted by MLS
Realtor's Dues	As quoted by Board
Taxes	
City B&O	Per month
B&O on reimbursable & desk fee	As required by taxing authorities
L&I	Agent portion of required amount
Transaction charge	\$162.50 for each side of a transaction* on first 15 transactions, then to \$112.50 thereafter
Assistant charge	\$50.00 per month

UNSCHEDULED EXPENSES (WRE/WC costs are subject to changes based on actual costs to Broker)

Ads - Times display	Per WRE cost
Ads - scatter	Per WRE cost (which includes discount)
Copier use	.03 per copy for B & W (after 500 per month) .15 per copy for color copier
Choices Items	Refer to Choices price list
Directional Signs (arrows)	per WRE cost
Marketing aids (all types)	per WRE cost
Name rider	per WRE cost
Open House Signs	per WRE cost
Postage	per item
Premier Homes packets	per WRE cost
Preview/flyer box	per WRE cost
Preview stand	per WRE cost
Relocation packet	per WRE cost
Sign posting	per WRE cost
Sketches/Photos	per item
Sold strips	per WRE cost
Misc. strips (i.e. "lot for sale")	per WRE cost
Visibility Plus items	refer to Visibility price list

*Except when the selling and listing agent is the same person, then the transaction fee shall be as set forth above plus an additional \$82.50 (\$57.50 legal reserve fund and \$25.00 E&O insurance).

A fee of \$82.50 is charged if the agent sells/buys any property for which the agent receives no commission.

Initial: Km

Date: 1-18-08

DESK FEES

Off Campus (see Basic Brokerage Agreement) *	\$950 per month
Three person office (located on outside perimeter)	\$1,175 per month
Three/two person office (located interior of office)	\$1,175 per month
Two person or semi-private office (located on outside perimeter)	\$1,275 per month
Large two person/semi-private office (located on outside perimeter)	\$.1,325 per month
Private office (located interior of office)	\$1,275 - \$1,375 per month
Private office (located on outside perimeter of office)	\$1,525 per month
Graduate Program.....	See manager for details

* Participation limited, see manager for details.

Initial: Kjm

Date: 1-18-08