

# Independent Contractor Agreement between Broker and Associate

\_\_\_\_\_ (“**Broker**”) is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, Florida Statutes, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

\_\_\_\_\_ (“**Associate**”) is licensed as a  sales associate (license number SL \_\_\_\_\_)  broker associate (license number BK/BL \_\_\_\_\_) in the State of Florida and is properly qualified to deal with the public as such.

Effective \_\_\_\_\_ (“effective date”), **Broker** and **Associate** agree to associate pursuant to the following terms and conditions.

1. **Employment Status:** **Broker** retains **Associate** as an independent contractor to assist **Broker** in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; otherwise, **Associate** will not be deemed a servant, employee, joint venturer, or partner of **Broker** for any purpose. **Associate** will not be treated as an employee for federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying her/his own estimated income tax payments, self-employment taxes, occupational taxes, and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker’s compensation insurance for **Associate**.
2. **Associate Responsibilities:** **Associate** will use her/his best efforts to procure real estate-related business for **Broker** and will conduct her/his business in a reputable manner and in conformance with all laws, rules, regulations, and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker’s** office policy manual, if any.
  - (a) **Compliance:** **Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.
    - (1) **Fair Housing:** **Broker** and **Broker’s** company support and practice Fair Housing principles. **Associate** has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. **Associate** warrants and represents that it is **Associate’s** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty, and representation and agrees to it voluntarily.
    - (2) **Office Policy Manual:** **Broker**  maintains  does not maintain an office policy manual. **Associate** has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as may be incorporated therein from time to time.
  - (b) **License Renewal; Continuing Education; Dues:** **Associate** will be responsible for timely renewing **Associate’s** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible for paying all license fees, membership dues, and fines.
  - (c) **Broker Supervision:** **Associate** will be deemed to be working under **Broker’s** supervision only to the extent required by Chapter 475, Florida Statutes. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform, independently without **Broker’s** supervision or control.
  - (d) **Broker Property:** **Associate** acknowledges that all pending sales and listings taken during the term of this Agreement are **Broker’s** property. All programs, forms, data, keys, manuals, signs, and other paraphernalia relative to the business of **Broker** are **Broker’s** property, as are all documents and other items pertaining to transactions.
  - (e) **Property of Others:** In accordance with Florida law, **Associate** will deliver to **Broker**, by the end of the next business day following receipt, any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.
  - (f) **Responsibility:** **Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate’s** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers, and others in the real estate business will be maintained only in **Broker’s** name. **Associate** is responsible for providing all tools necessary to perform the duties outlined. **Associate** will also be responsible for providing **Associate’s** own automobile and is responsible for transportation expenses, including insurance in the minimum coverage amount of \$ \_\_\_\_\_ for personal injury protection liability and

**Broker** (\_\_\_\_\_) and **Associate** (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3.

insurance in the minimum coverage amount of \$\_\_\_\_\_ for bodily injury liability and insurance in the minimum coverage amount of \$\_\_\_\_\_ for property damage liability and other expenses incidental to performing **Associate's** duties without receiving any reimbursement from **Broker**. **Broker** will be named as an additional insured in all such policies.

(g) **Indemnification:** **Associate** will indemnify and hold **Broker**, its officers, directors, and employees harmless from all claims, demands, suits, costs, and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on **Associate's** representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.

### 3. **Broker Responsibilities:**

(a) **Access to Listings:** **Broker** will provide **Associate** with access to all current listings of **Broker** and listings made available to **Broker** through offers of cooperation, except those listings that **Broker**, in her/his/its discretion places exclusively in the possession of another associate.

(b) **Access to Facilities:** **Associate** may use **Broker's** then existing office facilities for the performance of **Associate's** duties as described above.

(c) **Compensation:** **Broker** will negotiate all terms and conditions of fees charged clients, including but not limited to the amount and payment date. **Broker** will compensate **Associate** in proportion to **Associate's** output with regard to real estate-related activities and not to hours worked by **Associate**. Such compensation will be solely through commissions as described below or in **Broker's** office policy manual, if any. In the event of conflict between **Broker's** office policy manual and this Agreement, the terms of the office policy manual will prevail. **Broker** may deduct from **Associate's** compensation any amounts due from **Associate** to **Broker**.

(1) **Amount; Payment:** When **Associate** performs any brokerage service for **Broker** and **Broker** earns and collects a fee for such service, **Broker** will pay **Associate** within \_\_\_\_\_ days after the funds are collected and have cleared:

\_\_\_\_\_ % of the fee as commission for \_\_\_\_\_  
\_\_\_\_\_ % of the fee as commission for \_\_\_\_\_  
\_\_\_\_\_ % of the fee as commission for \_\_\_\_\_

(2) **Dividing Compensation with Other Licensees:** If two or more associates participate in rendering a brokerage service to the public, or claim to have done so, **Broker** will determine, in **Broker's** sole and absolute discretion, the amount of the fee due **Associate**.

(3) **Incentives:** If a seller or listing office offers a premium, bonus, or other incentive, if such premium, incentive, or bonus is in the form of money, then \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus, or incentive will go to  **Broker**  **Associate**. If a nonmonetary incentive goes to **Associate**, **Broker** will report the fair market value of the incentive as income to **Associate**, as **Broker** must collect and deliver the incentive to **Associate** to preserve the respective legal positions of the parties.

(4) **Benefits:** **Associate** will be provided no minimum salary, vacation pay, sick leave, or any other fringe benefit.

(5) **Collection of Fees:** **Broker** will not be required to prosecute or sue any party in order to collect any fee for services performed by **Associate**. However, if **Broker** incurs attorney's fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from **Associate's** commission in the same proportion as provided for herein in the division of the fee.

(6) **Compensation after Termination of Agreement:** After termination of this Agreement, **Broker** will pay **Associate** any amount earned before termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible before termination.

4. **Errors and Omissions Insurance:**  **Broker** maintains Errors and Omissions insurance which coverage includes **Associate**.  **Associate** will pay a portion of Errors and Omissions coverage as follows: \_\_\_\_\_

**Broker** (\_\_\_\_\_) and **Associate** (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3.

