Independent Contractor Agreement between Broker and Associate

_________________________________ ("Broker") is authorized as a real estate broker in the State of Florida and performs activities outlined under Chapter 475, Florida Statutes, enjoys goodwill and a strong reputation dealing with the public, and operates an office to serve the public as a real estate broker.

_________________________________ ("Associate") holds a ☐ sales associate (license number SL __________________________) ☐ broker associate (license number BK/BL __________________________) license in the State of Florida and is duly qualified to interact with the public in such capacity.

As of _________________________ ("effective date"), Broker and Associate agree to collaborate under the following provisions.

1. Employment Status: Broker engages Associate as an independent contractor to help Broker carry out real estate-related services. Regarding clients and customers for whom services fall within this Agreement, Associate will be deemed an agent of Broker; otherwise, Associate will not be considered an employee, servant, joint venturer, or partner of Broker in any capacity. For federal tax purposes, Associate will not be classified as an employee for the services provided under this Agreement. Associate is solely responsible for paying her/his estimated income taxes, self-employment taxes, occupation taxes, and any other applicable taxes to the proper governmental authorities. Broker will not withhold any taxes from payments due to the Associate, nor provide workers' compensation insurance for the Associate.

2. Associate Responsibilities: Associate will use her/his best efforts to obtain real estate business for Broker and will manage her/his activities in a reputable way, in compliance with all laws, rules, regulations, and ethical codes relevant to real estate licensees, and according to Broker's office policy manual, if one exists.

(a) Compliance: Associate acknowledges the duty to stay updated on legal and industry issues affecting the real estate field as they evolve. Associate will not engage in any conduct that breaches Florida real estate licensing law.

(1) Fair Housing: Broker and Broker's firm promote and follow Fair Housing policies. Associate has been informed that failure to observe Fair Housing policies may result in disciplinary measures and potential termination of this Agreement. Associate confirms and assures that she/he intend to attend Fair Housing training sessions, remain informed on Fair Housing developments as they relate to real estate advertising and sales, and comply with all Fair Housing laws and regulations. Associate understands and voluntarily agrees to this assurance, acknowledgment, and representation.

(2) Office Policy Manual: Broker ☐ maintains ☐ does not maintain an office policy manual. Associate confirms receipt of the manual and agrees to follow it along with any updates, addenda, or changes added from time to time.

(b) License Renewal; Continuing Education; Dues: Associate shall be responsible for renewing the Associate's real estate license on time and for completing all legally required continuing education as scheduled, including payment of all related license renewal and education fees set by the Florida Real Estate Commission.

(c) **Broker Oversight:** Associate will be considered to be operating under Broker's oversight only to the extent required by Chapter 475, Florida Statutes. Associate shall carry out all duties — including those assigned by Broker — independently and without Broker's direction or control.

(d) **Broker-Owned Property:** Associate agrees that all transactions, sales, and listings obtained during the term of this Agreement belong to Broker. All materials used in connection with Broker's business — including programs, documents, data, keys, manuals, signs, and other related items — are the property of Broker, as are all transaction files and records.

(e) **Client Property:** As required by Florida law, Associate must remit to Broker — no later than the end of the next business day after receipt — any money or other items given to Associate by a consumer in connection with a real estate transaction.

(f) **Liability:** Broker will not be responsible to Associate for any costs incurred by Associate or arising from Associate's actions. Associate does not have the authority to legally bind Broker in any agreement or promise, unless written permission is given by Broker for a specific transaction. Any legal actions, including fee disputes, involving clients, customers, or third parties will be brought only in Broker's name. The associate must supply all tools and equipment needed to perform the responsibilities set forth. Responsible for supplying Associate's own vehicle and covering all transportation-related costs, including insurance with a minimum coverage of $__________________ for personal injury protection liability, $__________________ for bodily injury liability, and $__________________ for property damage liability, along with any other expenses related to carrying out Associate's duties, without any reimbursement from Broker. Broker will be listed as an additional insured on each of these policies.

(g) **Indemnification:** Associate agrees to protect and hold Broker and its officers, directors, and employees harmless from any and all claims, demands, lawsuits, costs, and expenses, including reasonable attorney's fees at every stage, arising from Associate's representations, actions, omissions, negligence, intentional misconduct, or violations of laws, rules, regulations, codes of ethics, this Agreement, or the office policy manual.

3. Broker Responsibilities:

(a) **Access to Listings:** Broker will grant Associate access to all of Broker's current listings and cooperative listings made available to Broker, except for those listings that Broker, at//its sole discretion, places exclusively under another associate's control.

(b) **Access to Facilities:** Associate may utilize Broker's current office facilities as needed to carry out the duties outlined above.

(c) **Compensation:** Broker will determine and arrange all fee-related terms with clients, including the amount and timing of payment. Broker will pay Associate based on Associate's performance in real estate activities, not based on hours worked. Compensation will be paid only through commissions as outlined below or in the Broker's office policy manual, if applicable. If there is any conflict between this Agreement and the office policy manual, the policy manual will govern. Broker may withhold any sums owed by Associate to Broker from Associate's commission.

(1) **Amount; Payment:** When Associate provides any brokerage service on behalf of Broker and Broker receives and collects a fee for that service, Broker will pay Associate within _____ days after funds have been received and cleared:

______________% of the fee as commission for
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______________% of the fee as commission for
____

______________% of the fee as commission for
____

(2) **Splitting Compensation with Other Licensees:** If more than one associate takes part in performing a brokerage service to the public, or claims to have done so, Broker will decide, at Broker's sole and complete discretion, the portion of the fee owed to Associate.

(3) **Incentives:** If a seller or listing brokerage offers a premium, bonus, or other incentive in the form of cash, then ____________________________________

If the incentive is not cash (for example, a trip, cruise, or other item of economic value not paid in money), that premium, bonus, or incentive will go to ☐ Broker ☐ Associate. If a non-cash incentive is awarded to an Associate, the Broker will report the fair market value of that incentive as income to the Associate, since the Broker must collect and then transfer the incentive to the Associate to preserve the legal positions of both parties.

(4) **Benefits:** The Associate will not receive any minimum salary, sick leave, vacation pay, or other fringe benefits.

(5) **Fee Collection:** Broker is not obligated to sue or take legal action against any party to recover fees for services performed by Associate. However, if Broker incurs legal fees or expenses in collecting a fee, those costs will be deducted from Associate's commission in the same proportion set out for splitting the fee.

(6) **Compensation Following Termination:** After this Agreement ends, Broker will pay Associate all earnings accrued prior to termination, minus any amounts Associate owes Broker and any costs Broker incurs paying a different licensee to complete any transactions that Associate was handling prior to termination.

4. Errors and Omissions Insurance: ☐ Broker carries Errors and Omissions insurance that includes coverage for the Associate. ☐ Associate will contribute toward Errors and Omissions coverage as follows: _________________________

5. Term; Termination: This Agreement shall remain in force for ______ year(s) from the effective date. Either party may end this Agreement by providing ______ days' prior written notice to the other party. Broker may terminate this Agreement immediately without notice in the event of misconduct by Associate. Should either party fail to maintain an active license pursuant to Chapter 475, Florida Statutes, this Agreement shall automatically terminate. After the Agreement ends, Associate shall not use, for personal benefit or the benefit of others, any information obtained from Broker's business concerning properties for sale, lease, or rental, or Broker's customers or clients. Upon termination, the Associate must return all of the Broker's property without keeping any copies.

6. Confidentiality: Associate agrees that Broker may provide confidential information during the term of this Agreement. Any such information that is, or reasonably should be regarded as confidential or proprietary to Broker—including mailing lists, customer/client lists, sales data, costs, unpublished financial information, business and product plans, projections, marketing information, databases and software, supporting documents, and Broker's office policy manual—is considered confidential property of Broker. Associate will exercise reasonable care both during and after the term of this Agreement to prevent disclosure or duplication of such confidential information, except to Broker's employees or agents who must access it in order to carry out their duties.

7. Severability: If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Dispute Resolution: This Agreement is governed by Florida law. Any disagreements between an Associate and another associate in the Broker's firm will be decided by the Broker. Disputes between Broker and Associate will be submitted to mediation under the rules of the American Arbitration Association or another mediator mutually selected by the parties, with mediation fees shared equally. In any lawsuit between Broker and Associate, the prevailing party may recover reasonable attorney's fees and costs at all levels, unless this box is selected: ☐ **Arbitration:** Any dispute not resolved via mediation will be determined by binding arbitration in accordance with the rules of the American Arbitration Association or another arbitrator chosen by the parties. Each party shall bear its own legal fees, costs, and expenses (including attorney's fees at all levels) and will evenly divide the arbitrator's fees and related administrative costs.

9. Additional Terms: ____

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Brokerage Name

Broker Date

Print name ___________________________

Associate Date

Print name ___________________________