

# Independent Contractor Agreement Between Broker and Associate

Please read all terms and conditions.

**Alliance Florida Realty**, is a Florida licensed real estate brokerage in the State of Florida and performs acts designated within Chapter 475; Florida Statutes. (“Associate”) is licensed as a Florida Real Estate Sales Associate with license number SL or (“Broker Associate”) with license number BK/BL in the State of Florida and is properly qualified to deal with the public as such. Effective upon the acceptance of this agreement and all necessary information has been received by Alliance Florida Realty, you will be activated or transferred to Alliance Florida Realty and considered a “Real Estate Sales Associate” or a “Real Estate Broker Associate” of this brokerage and will perform your duties as Independent Contractor for Alliance Florida Realty.

**Registration Fee; Renewal and Conditions:** Agent understands and agrees to accept:

1. Recurrent annual membership fee charged by the Broker at time of registration. Once the agent’s license has been activated or transferred or annually renewed, the membership fee becomes non-refundable. The annual recurring membership is renewed automatically every year at anniversary date of the most recent activation or transfer of license to our brokerage. If associate’s membership status changes cancelled at any time after registration for any reason, it will require a new electronic registration on our site and the membership fee shall be required to be paid again. Any annual renewal for membership fee processed becomes non-refundable as well.

It’s the associate’s responsibility to confirm that annual payment or subscription has been processed successfully via PayPal. Broker will not be obligated to inform the associate when payment is due or that associate’s license status has changed status to inactive for non-payment of the annual membership fee. Furthermore, it’s the associate responsibility to keep their credit card information up-to-date.

2. You agree that Alliance Florida Realty may refuse to accept the transfer of your license after the review of your online registration, in which case, but not limited to, a past or existing claim or sanction recorded by DBPR or the Florida Real Estate Commission, or for any reason deemed reasonable by our Broker. In case of refusal, the agent’s registration or administrative fee will be refunded in full to the agent. Any termination by the Broker after associate’s real estate license has been transferred will not qualify for a refund.

3. As an independent contractor performing real estate related activities for clients within the scope of this agreement, associate will be construed to be an associate of the Broker. Associate will not be treated as an employee for health benefits or any other benefit associated with an employee, or for federal tax purposes with respect to the services performed for the Broker under this agreement. Associate is responsible for paying her or 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 unless specifically and legally requested by tax authorities or legal entity, nor will Broker provide worker’s compensation insurance for associate. Associate shall not receive, any advance, minimum wage or any form of payment or benefit other than the agreed commission due per closed and disbursed transaction to Broker. Associate shall not bind the Broker, unless specified in writing by the Broker. Associate shall be responsible for all fees related to conduct their business including all forms of marketing fees, transportation, fines or any other form of insurance including vehicle transportation insurance as required by Florida Law.

**Business Model:** Associate understands and agrees that Broker will provide supervision as defined in Chapter 475. However, the associate needs exercise a certain level of independence to perform their work duties. Furthermore, associate understands and agrees that Broker does not provide ongoing phone support, one on one training, or access to brick and mortar physical facilities, offices, conference rooms or office equipment. All guidance, support and communication with Broker is provided electronically and via emails. Associate shall be responsible at all times to update in writing their contact information to Broker if it changes.

**Associate Responsibilities:** Associate will use her or his best efforts to procure real estate-related business for Broker and will conduct her or his business in a reputable manner and in conformance with all State laws, rules, and regulations that are binding upon or applicable to real estate licensees, and abide by Broker's policies. Furthermore, associate understands and agrees to maintain required real estate documents, as directed by Broker via Cloud Shared Files to ensure compliance or via email if necessary. Furthermore, associate understands and agrees not to introduce or advertise themselves as a Realtor. Associate shall only use the title "Real Estate Sales Associate or Real Estate Broker Associate." Additionally, associate understands and agrees not to use any type of Legal Forms including FAR forms, except for the forms offered on our Broker's site under associate's secured member area or forms provided to associate directly from Broker or Broker's Partner Attorney via email. Associate understands that only FAR members are permitted to use FAR forms, unless the other party is represented by a Realtor and the Realtor has prepared an offer on a FAR form.

**Compliance:** Associate recognizes and acknowledges the obligation to keep abreast all legalities 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.

**Fair Housing:** Alliance Florida Realty supports 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 practice Fair Housing laws, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with Fair Housing laws and regulations. Associate understands this acknowledgment, warranty, and representation and agrees to it voluntarily.

**License Renewal; Continuing Education:** Associate will be responsible for maintain a valid and active license and for timely renewing associate's real estate license and for completing all legally required continuing education in a timely manner and maintaining records of evidence for such completion as required by the Florida Real Estate Commission. Furthermore, Associate will be responsible for paying all license fees, fees for continuing education, and fines, if any.

**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.

**Broker Property:** Associate understands that all pending sales, listings and clients taken during the term of this Agreement are considered to belong to the associate. However, all forms, data, files, and other paraphernalia relative to the business of the Brokerage, if any, are Broker's property, as are as all documents and other items pertaining to transactions.

**Escrow Account and Deposits:** Associate understands and agrees that Broker does not have an escrow account and therefore will not offer escrow facilities to associate's customers. Associate agrees not to collect any monies in associates or Broker's name. Any monies related to any type of transaction are to be payable and held in the escrow account of a Licensed Title Company or in the Trust Account of a Florida Licensed Attorney at Law. In accordance with Florida law, all checks, or wire transfers shall be made payable to the determined escrow agent or attorney, by the end of the next business day following receipt.

**Compensation:** Broker shall compensate associate on a commission split basis only per each transaction closed. Associate shall receive 90% of the commission funds received by brokerage on closed transactions. Associate shall be responsible for providing to Broker via Agent Secure Member's Area an executed agreement and the closing information on a timely basis so we can request from closing agent a direct disbursement of your commission to you at closing. In the event a closing agent is not able to pay an associate's commission at closing, the associate shall receive their commission via e-check within 3 business days from the date the brokerage due commission has been received and the funds have cleared. The HUD-1 or Closing Statement must also be received by Broker on timely basis preferably prior to closing.

**Indemnification:** Associate will indemnify and hold Broker and firm, and all associates, partners, employees harmless from all claims, demands, suits, costs, and expenses, including all 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, this agreement, or Broker's Policies.

**Termination:** This agreement will remain in effect upon acceptance and execution. Either party may terminate this agreement without notice. Broker may also terminate this Agreement without notice for wrongful conduct by associate or if Broker terminates its brokerage activity. Failure by associate to maintain active licensure status pursuant to Chapter 475, Florida Statutes will be additional grounds to terminate this agreement. If Associate decides to terminate this agreement without notice and leaves the brokerage, it's the Associate's responsibility to cancel their annual recurring membership fee via PayPal so their automatic annual recurring charges do not continue.

**Please save or print a copy of this agreement for your records.**