

Realty Response Connections

INDEPENDENT CONTRACTOR AGREEMENT

This agreement, dated _____ is made between Robert M. Hampton ("Broker") and _____ ("Associate-Licensee").

In Consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. **BROKER:** Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as Realty Response Connections, a partnership. Broker shall keep Broker's license current during the term of this agreement.
2. **ASSOCIATE-LICENSEE:** Associate-Licensee represents that: (i) he/she is duly licensed by the State of California as a Real Estate Salesperson, and (ii) he/she has not used any other names within the past five years, except _____. Associate-Licensee shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
 - A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this agreement by either party; and (iii) This Agreement shall not be construed as a partnership.
 - B. Broker shall not: (i) restrict Associate-Licensee's activities to particular geographic areas or, (ii) dictate Associate-Licensee's activities with regard to hours, leads, opportunity, production, prospects, schedule or similar activities, except to the extent required by law.
 - C. Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective parties.
 - D. Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining leads, and in carrying out Associate-Licensee's soliciting activities, (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished, (iii) Associate-Licensee has no authority to bind Broker by any promise or representation and (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.
 - E. Associate-Licensee's only remuneration shall be compensation specified in paragraph 7.
 - F. Associate-Licensee shall not be treated as an employee with respect to services performed under this contract, for state and federal tax purposes.
 - G. The fact that Broker may carry worker compensation insurance for Broker's own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensees, shall not create an inference of employment.
4. **LICENSED ACTIVITY:** All agreements, acts or actions for performance of licensed acts, which are performed in connection with this Agreement, shall be performed in the name of Broker. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee's activities under this agreement, without reimbursement from Broker except as required by law. Associate-Licensee shall work diligently and with his/her best efforts: (i) solicit leads; and (ii) otherwise promote the business to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with the law. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professional Code and the Real Estate Settlement Procedures Act (RESPA)
5. **PROPRIETARY INFORMATION AND FILES:** (A) All files and documents pertaining to leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement. (B) Associate-Licensee acknowledges that Broker's method of conducting business is a protected trade secret. (C) Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.
6. **SUPERVISION:** Associate-Licensee, within 24 hours after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: (i) All documents which may have a material effect upon the rights and duties of principals in a transaction, (ii) Any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to; Associate-Licensee and, (iii) All documents associated with any real estate transaction in which Associate-Licensee is a principal.
7. **COMPENSATION**



Broker's Initials (_____)
 Associate-Licensee's Initials (_____)

- A. **TO BROKER:** Compensation shall be charged to parties who enter into a listing or other agreements for services requiring a real estate license as shown in paragraphs 1 which is incorporated as a part of this Agreement. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.
 - B. **TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on all referrals for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, as follows: as shown in paragraph 2, which is incorporated as a part of this Agreement.
 - C. **PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee as soon as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities, which require a real estate license, which were done in the name of Broker. (iv) Expenses, which are incurred in the attempt to collect compensation, shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (80% by Associate-Licensee, 20% by Broker). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under paragraph 11, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.
 - D. Associate-Licensee will be compensated by commission for referrals, given by Associate-Licensee, to Realty Response Connections, of qualified buyers or sellers, resulting in closed escrows.
 - E. All compensation will be based on commissions paid to Realty Response Connections, for referrals, resulting in transactions completed by a real estate company or business broker, chosen by Realty Response Connections, during the time that the relationship established under this Agreement exists.
 - F. In order for a commission to be paid, a completed Client Referral Card must be submitted by Associate-Licensee before Realty Response Connections or another company designated by Realty Response Connections initiates contact with the client.
 - G. Associate-Licensee's commission will be an 80% split, based on the net commission paid to Realty Response Connections
 - H. As an independent contractor Associate-Licensee is responsible for withholding and payment of all:
 - i. Federal income tax
 - ii. California State income tax
 - iii. Federal Social Security tax
 - I. Associate-Licensee is required to maintain, on file with the company, a valid IRS W-9 *Request for Taxpayer Identification Number and Certification* form with the company.
 - J. Associate-Licensee will be provided a 1099-MISC Miscellaneous Income form by Realty Response Connections for all commissions earned in the previous year.
8. **TERMINATION OF RELATIONSHIP:** Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principal, including other referral Brokers, with existing contractual obligations to Broker; or (iii) any principal, including other referral Brokers, with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.
9. **DISPUTE RESOLUTION**
- A. **Mediation:** Mediation is recommended as a method of resolving disputes arising out of this Agreement between Broker and Associate-Licensee.
 - B. **Arbitration:** All disputes of claims between Associate-Licensee and other Licensee(s) associated with Broker, or between Associate-Licensee and Broker, arising from or connected in any way with this Agreement, which cannot be adjusted between parties involved, shall be subject to arbitration pursuant to rules of California law. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, it seq., shall govern this agreement.
10. **OFFICE POLICY MANUAL:** If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.
11. **INDEMNITY AND HOLD HARMLESS:** Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising from action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-Licensee in connection with services rendered or to be rendered pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement, are to be paid in full by Associate-

Broker's Initials (_____)

Associate-Licensee's Initials (_____)



Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums. Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.

12. ADDITIONAL PROVISIONS

- A. **POSITION/TITLE:** During the period of this Agreement, Associate-Licensee shall hold the position and title of “Marketing Associate”. All Licensed acts performed in connection with this Agreement shall be performed under that title.
- B. Associate-Licensee must not list or show real estate or businesses or engage in professional real estate sales activities other than client referrals during the period of this Agreement.
- C. Associate-Licensee must not engage in professional real estate sales activities for any other broker or company during the period of this Agreement.
- D. Associate-Licensee may engage in real estate activities, not related to sales, including lending, escrow, insurance, home warranty, etc., for another company, as long as those activities do not conflict with the normal business activities of Realty Response Connections, or require the Associate-Licensee to conduct those activities under his/her own real estate license.
- E. Associate-Licensee must not contact buyers or sellers, referred by Associate-Licensee, following the referral, regarding the transaction.
- F. Associate-Licensee acknowledges that all client information, gathered during the course of business, during the period of this agreement is the sole property of Broker. Associate-Licensee surrenders and releases all personal copyright, publishing and/or any other claims to information collected while performing licensed acts under this Agreement, to Broker.
- G. Associate-Licensee acknowledges that all clients, current and past, whether buyers or sellers, and all files and documents pertaining to clients, leads and transactions, current and past, whether printed or in any electronic format, are the sole property of Broker, and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of the relationship established under this Agreement.
- H. Associate-Licensee agrees to refrain, in all ways, from soliciting business from current and past Realty Response Connections clients, after termination of the relationship established under this Agreement

13. ATTORNEY FEES: In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.

14. ENTIRE AGREEMENT: All prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to this matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

Broker: Realty Response Connections

Associate-Licensee:

 (Signature)
 Robert M. Hampton, Broker

 (Print Name)
 01232460

 (DRE License #)
 38713 Tierra Subida Avenue, Suite 220

 (Address)
 Palmdale, California 93551

 (City, State, Zip)
 (661) 273-8838 (661) 273-3593
 _____ _____
 (Telephone) (Fax)

 (Signature)

 (Print Name)

 (DRE License #)

 (Address)

 (City, State, Zip)

 (Telephone) (Cell)

 (Email Address)

 (Other Current Employer)

 (Employer Address)



Associate-Licensee’s Initials (_____)