



## INDEPENDENT CONTRACTOR AGREEMENT (Between Broker and Associate-Licensee)

This Agreement, dated \_\_\_\_\_, is made between \_\_\_\_\_  
\_\_\_\_\_ (“Broker”) and  
\_\_\_\_\_ (“Associate-Licensee”).

This Agreement is valid until December 31, 2015.

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 GT Investments (firm name),  a sole proprietorship,  a partnership, or  a corporation. Broker is a member of the Beverly Hills Association(s) of REALTORS®, and a subscriber to the Combined Los Angeles and Westside (CLAW) Multiple Listing Service(s). 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 broker,  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. Associate-Licensee shall also maintain membership with the Board of REALTORS®, or terminate agreement as allowed under paragraph 9. Broker reserves the right to terminate this agreement in the event Associate-Licensee does not maintain their Board of REALTORS® membership.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
  - A. Broker and Associate-Licensee intend 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 under this Agreement, and (iii) This Agreement shall not be construed as a partnership.
  - B. Broker shall not: (i) restrict Associate-Licensee’s activities to particular geographical areas, or (ii) dictate Associate-Licensee’s activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, 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 listing or 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 listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee’s selling and 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 the compensation specified in paragraph 8.

- F. Associate-Licensee, who only performs as a real estate sales agent, shall not be treated as an employee for state and federal tax purposes.
- G. The fact the Broker may carry workers' compensation insurance, E&O and General Liability Insurance for Broker's own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment.
- H. It is possible that other Associate-Licensees operate under a differential contractual agreement.

**4. LICENSED ACTIVITY:**

- A. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker.
- B. Broker shall make available to Associate-Licensee, equally with other licensees associated with Broker, all current listings in Brokers office, except any listing which Broker may choose to place in the exclusive servicing of Associate-Licensee or one or more other specific licensees associated with Broker.
- C. 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, or any listing or transaction, without reimbursement from Broker except as required by law.
- D. Associate-Licensee shall work diligently and with his/her best efforts to: **(i)** sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers: **(ii)** solicit additional listings, clients. and customers: and **(iii)** otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.
- E. 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 items 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 Professions Code and the Real Estate Settlement Procedures Acts (RESPA).
- F. Broker shall make available for Associate-Licensee's use, along with other licensees associated with Broker, equal access to the facilities of the real estate office operated by Broker. Office space is available by reservation only, when available, up to 4 hours per month, during business hours of M-F 9am-5pm, at no expense to Associate-Licensee. Time does not carry over. Time can be traded between agents but not sold. Additional time can be purchased on a pay per use basis through Broker at the expense of the Associate-Licensee. See Paragraph 8.
- G. MAIL SERVICE. Your incoming mail will be placed in your assigned mailbox located at the suite. You will have access to this mailbox during regular business hours only. You will not be given a key to the mail room or common areas after hours. Upon request, Office staff will forward your mail to an alternate address. In such event, you will be charged additional fees for the postage or courier bill plus an additional 30% surcharge.
- H. CALL PATCHING. You may elect to have calls transferred (patched) to one predetermined number of your choice. If you select this option, additional usage fees will apply to cover the cost of outbound call minutes to your predetermined number. Call patching includes call screening for an additional cost. Call patching to one number will be at a cost of \$75.00 per month, per number.
- I. **PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following Real Estate licensed activities without the express written consent of Broker:
  - Property Management;  Loan Brokerage;  Business Brokerage;  \_\_\_\_\_
  - \_\_\_\_\_

However, if Associate-Licensee has a Real Estate Broker's License. Associate-Licensee may nonetheless engage in the following prohibited activities only: None

provided that **(1)** such prohibited activities are not done under the Broker's License, **(2)** no facilities of Broker (inducing but not limited to phones, fax, computers, and office space) are used for any such prohibited activities, **(3)** Associate-Licensee shall not use any marketing, solicitation or contact information that include Broker's name (inducing business cards) for such prohibited activities, **(4)** Associate-Licensee informs any actual or intended Principal for whom Associate-Licensee performs or intends to perform such prohibited activities the name of the broker under whose license the prohibited activities are performed, and **(5)** if Associate-Licensee is performing other permitted licensed activity for that Principal under Broker's license, then Associate-Licensee shall inform any actual or intended Principal for whom the prohibited activities are performed that the prohibited activities are not performed under Broker's license.

**5. PROPRIETARY INFORMATION AND FILES:**

- A. All files and documents pertaining to listings, 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 ties of Broker.

**6. SUPERVISION:** Associate-Licensee, within 24 hours, after preparing, signing, or receiving same, shall submit to Broker: **(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. TRUST FUNDS:** All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

**8. COMPENSATION:**

- A. **TO BROKER:** Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license, as follows:

\$500 minimum per Transaction Or:

Associate-Licensee generated leads that result in a closed Transaction by Associate-Licensee, including leads generated from all referrals, a total of 15% of the total Compensation or the \$500 minimum, whichever is greater, will be due to Broker. Or:

A 35% Compensation split to Broker for all Broker generated leads, generated from Brokers marketing efforts(s) (Broker Referrals), that lead to a closed transaction by Associate-Licensee.

Associate-Licensee to NOT pay Broker Fee/Compensation in the event the Associate-Licensee is the sole principal party of a Transaction, for the purpose of personal use or business. Associate-Licensee to pay the cost of E&O Insurance (Flat Fee of \$250) to Broker.

Any deviation which is not approved in writing in advance by Broker, shall be: **(1)** deducted from Associate-Licensee's compensation. If lower than the amount or rate approved above: and **(2)** subject to Broker approval, if higher than the amount approved above. 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 listings or other agreements for services requiring a real estate license, which are solicited and

obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as follows:

Associate-Licensee to receive an 85% Compensation split of Transactions closed by Associate-Licensee, in which the Associate-Licensee was the sole source of the lead. Or:

Associate-Licensee to receive a 65% Compensation split of Transactions closed, in which the source of the lead was a result of the Brokers marketing efforts or marketing campaign(s) (Broker Lead). Or:

- C. **PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:** If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker and a dispute occurs between Associate-Licensee's.
  - D. **EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation. Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment. Broker shall charge Associate-Licensee a fee for complying with such restriction.
  - E. **PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets. Immediately or as soon thereafter 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 (paragraph 8(B)). (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 14, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.
  - F. **UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee. Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.
9. **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 with existing contractual obligations to Broker or (iii) any principal 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.

**10. DISPUTE RESOLUTION:**

Broker and Associate-Licensee agree to mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to court action. If any dispute ordain is not resolved through mediation, or otherwise, instead of resolving the matter in court, Broker and Associate-Licensee may mutually agree to submit the dispute to arbitration, and pursuant to the rules and bylaws of the Association of REALTORS® to which both parties belong.

**11. AUTOMOBILE:** Associate-Licensee shall maintain automobile insurance coverage for liability and property damage in the following amounts: \$250,000 each person/ \$500,000 each accident /\$100,000 property damage

**12. PERSONAL ASSISTANTS:** Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.

**13. 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.

**14. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:**

A. Regarding any action taken or milted 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 or Real Estate licensed activity prohibited by this agreement: **(i)** Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising therefrom and **(ii)** Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.

B. Any such claims or costs payable pursuant to this Agreement, are due as follows:

In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee

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.

**15. ADDITIONAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. DEFINITIONS:** As used in this Agreement. the following terms have the meanings indicated:

- A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.
- B. "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.

C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

**17. 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, not to exceed \$500.

**18. 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 its subject 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**

GT Investments  
\_\_\_\_\_  
(Brokerage firm name)  
By \_\_\_\_\_  
Broker  
Geoff Jaime  
\_\_\_\_\_  
(Print name)  
433 N Camden Dr  
\_\_\_\_\_  
(Address)  
Beverly Hills, CA 90210  
\_\_\_\_\_  
(City, State, Zip)  
310-564-6415                      310-388-0407  
\_\_\_\_\_  
(Telephone)                      (Fax)

**Associate**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Telephone)                      (Fax)