

Independent Contractor Agreement between Broker and Associate



AL DIA REAL ESTATE USA INC.

(“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

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

responsible for providing **Associate's** own automobile and is responsible for transportation expenses, including insurance in the minimum coverage amount of \$ 300,000.00 for personal injury protection liability and insurance in the minimum coverage amount of \$ 300,000.00 for bodily injury liability and insurance in the minimum coverage amount of \$ 100,000.00 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:

| | |
|-----------|--|
| <u>95</u> | % of the fee as commission for <u>RE Closings (-\$599 Transaction Fee, -\$399 Brokerage Fee)</u> |
| <u>70</u> | % of the fee as commission for <u>Commercial RE Closings</u> |
| <u>50</u> | % of the fee as commission for <u>Referrals</u> |

(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 50% for the Associate and 50% for the Broker Company.

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 non-monetary 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: _____

- 5. Term; Termination:** This Agreement will be in effect for 1 year(s) from the effective date. Either party may terminate this Agreement by 30 days' advance written notice to the other party. **Broker** may terminate this Agreement without notice for wrongful conduct by **Associate**. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. **Associate** will not, after termination of this Agreement, use to her/his own advantage, or to the advantage of any other person or entity, any information gained from the business of the **Broker** relating to property for sale, lease, or rental, or **Broker's** customers or clients. Upon termination of this Agreement, **Associate** will return all **Broker's** property to **Broker** with no copies made or retained by **Associate**.
- 6. Confidentiality:** **Associate** acknowledges that **Broker** may disclose confidential information to **Associate** during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and **Broker's** office policy manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker's** employees or agents who must have access to the information to perform their duties for **Broker**.
- 7. Dispute Resolution:** This Agreement will be construed under Florida law. All disputes between **Associate** and another associate in **Broker's** firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the **American Arbitration Association** or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: **Arbitration:** Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

8. Additional Terms:

Agent is responsible for all costs of doing business including Sign Riders, Email, Lockboxes & EKey, cell phones. Agent will abide by all company policy and receive approval on any and all marketing material including Social Media. All paperwork on Listings and sales will be turned into the office within 24 hours. No commission will be paid to agent until all paperwork is complete and turned into Al Día Real Estate USA Inc. Agent must pay only \$99 for electronic signature that will be returned in his first commission. Agent will provide Cell phone number, email, business photo and Bio for Company websites. Agent must provide copy of RE License, completion of education classes & all renewals to Office.

 Brokerage Name

Broker

RICARDO QUINTERO

 Print name

 Date

Associate

 Print name

**State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Change of Status for Sales Associates and Broker Sales Associates
Form # DBPR RE 11**

TRANSACTION CHECKLIST - IMPORTANT - Submit all items on the checklist below with your form to ensure faster processing.

ALL License Applicants must submit:

- Completed application
- No fee is assessed for this transaction

Please mail your completed form, documentation and required fee(s) to:

Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-0783

State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Change of Status for Sales Associates and Broker Sales Associates
Form # DBPR RE 11

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

For additional information see Instructions at the end of this form.

Section I – Transaction Types

| TRANSACTION TYPES | |
|--|---|
| <input type="checkbox"/> Add Employee [3020] | <input type="checkbox"/> Become Inactive [4020] |
| <input type="checkbox"/> Terminate Employee [4020] | <input type="checkbox"/> Change Employer [9007] |

Section II – Associate Information

| ASSOCIATE INFORMATION | | | |
|-----------------------|------------------------|--------|--------|
| License Number: | | | |
| Last/Surname | First | Middle | Suffix |
| Primary Phone Number | Primary E-Mail Address | | |

Section III – Broker or Company Information

| COMPANY INFORMATION | | | |
|--|------------------------|--------|--------|
| Last/Surname (Qualifying broker) | First | Middle | Suffix |
| License number of real estate company: | | | |
| Name of real estate company: | | | |
| Primary Phone Number | Primary E-Mail Address | | |
| Signature of qualifying broker that is adding or terminating employee: | | | |

Section IV – Affirmation By Written Declaration

| AFFIRMATION BY WRITTEN DECLARATION | |
|--|-------|
| <p>I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.</p> | |
| Signature: | Date: |
| Print Name: | |

Instructions and Additional Information

If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

1. **Information:** This application is required for a change of status to the license of a sales associate or broker sales associate. A change of status is any change in the employment status (new employment, change of employment, or termination of employment of the licensee).
2. **Application Instructions (by section):**
 - a. **Section I – Transaction Types**
 - i. **Applicants must check only one transaction type.**
 - ii. **Add Employee:**
 - (1) Select this transaction to add a sales associate or broker sales associate as an employee of a real estate company or sole proprietorship.
 - (2) Successful completion of this transaction will activate the associate's license status and relate that license to the license of the employer's qualifying broker.
 - iii. **Terminate Employee:**
 - (1) Select this transaction to terminate a sales associate or broker sales associate as an employee of a real estate company or sole proprietorship.
 - (2) Successful completion of this transaction will deactivate the associate's license status and end the relationship of that license to the license of the employer's qualifying broker.
 - iv. **Become Inactive:**
 - (1) Select this transaction to change your license status to inactive.
 - (2) Successful completion of this transaction will deactivate the associate's license status and end the relationship of that license to the license of the employer's qualifying broker.
 - v. **Change of Employer:**
 - (1) Select this transaction to change your employer information.
 - (2) Successful completion of this transaction will deactivate the associate's license status and relationship with the prior employer and activate the associate's license status and relate that license to the license of the new employer's qualifying broker.
 - b. **Section II – Associate Information**
 - i. Fill out each section completely.
 - ii. Provide the license number of the sales associate or broker sales associate.
 - iii. Provide the name of the sales associate or broker sales associate as it appears on their real estate license.
 - iv. Provide a valid phone number and email address for the associate. Contact information is often used to quickly resolve questions with applications by telephone call or email. If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
 - c. **Section III – Broker or Company Information**
 - i. **Important notes pertaining to this section:**
 - (1) **For adding an employee:** the employer must provide the company/sole proprietor information and sign this section to authorize the addition of the associate as an employee.
 - (2) **For terminating an employee:** the employer must provide the company/sole proprietor information and sign this section to authorize the termination of the associate as an employee.
 - (3) **For an associate becoming inactive:** the associate must provide the company/sole proprietor information for the company they wish to become inactive from. There is no need to have a qualifying broker sign the section.
 - (4) **For an associate changing employers:** the new employer must provide the company/sole proprietor information and sign this section to authorize the addition of the associate as an employee.
 - ii. Provide the name of the qualifying broker for the real estate company or sole proprietorship.
 - iii. Provide the license number of the real estate company or sole proprietorship.
 - iv. Provide the name of the real estate company or sole proprietorship.
 - v. Provide a valid phone number and email address for the qualifying broker. Contact information is often used to quickly resolve questions with applications by telephone call or email. If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
 - vi. The signature of the qualifying broker for the real estate company or sole proprietorship is only required if this application is being used to **add an employee, terminate an employee, or change employer information.**

d. Section IV – Affirmation By Written Declaration

- i. The sales associate or broker sales associate must sign the Affirmation by Written Declaration.