



## REAL ESTATE SALESMAN INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Amir Feinsilber, of Bid4Agents.com Realty,

(hereinafter referred to as "Broker"), and \_\_\_\_\_ of \_\_\_\_\_, (hereinafter referred to as "Salesman").

The Parties recite that:

A. Broker is duly registered and licensed with the State of \_\_\_\_\_ as a real estate broker whose license expires December 31, 2007.

B. Salesman is duly registered and licensed with the State of \_\_\_\_\_ as a real estate salesman whose license expires \_\_\_\_\_.

In consideration of the mutual covenants set forth below, the parties agree as follows:

### 1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate salesman.

### 2. DUTIES OF SALESMAN

Contractor agrees to work for Broker as an Independent Contractor, and not as an employee; however, Contractor understands that Broker is legally accountable for the activities of the Contractor. All costs and obligations incurred by Contractor in conducting his/her independent business shall be paid solely by Contractor, who will hold Broker harmless from any and all such costs and obligations. Contractor will act independently as to the management of his/her own expenses, such as industry association dues, licensing renewals, pagers, cellular telephones, etc., as they are incurred.

### 3. COMMISSIONS ON SALES

As commissions are earned by Broker through the efforts of Contractor, 100% of any and all such commissions shall be paid to Contractor by Broker promptly after receipt and processing, less any amounts owed to Broker, subject to the following provisions:

\_\_\_\_ (initial) a fee of \$498.00 will be withheld by and paid to Broker out of the commissions earned by Contractor in each residential transaction. Except for company assigned leads, which will be 40% of the total commission + \$498.00 transaction fee. In consideration of the foregoing, Contractor will pay to Broker a monthly fee of (please check one) \$25 \_\_\_\_, \$50 \_\_\_\_, \$75 \_\_\_\_, \$100 \_\_\_\_, payable on the first of each month. The above fees are due on any transaction generated by agent, whether the agent chooses to "credit" commissions to anyone in or outside of the transaction. Once you enroll in our company leads program, you are automatically placed on our \$100/month program. Switching plans may be possible based on production and/or paying a reinstatement fee. 10% of total commission to be paid to broker on Business, Land and Commercial transactions. (over 5 units shall be considered a Commercial transaction). You may not do commercial or sell businesses unless you are experienced. This is necessary to keep our E&O insurance premiums low. Commercial sales (or leases) are 10% to the office of whatever commission you were offering in the MLS to the other agent! In other words, if you weren't paying yourself a commission but you listed your own property and offered the "selling" agent 2.5%- then the commission due Bid4Agents.com Realty is 10% of that 2.5%. On commercial transactions, if you double end it and you aren't claiming any commission, then we will base our assumption at 10% of what 3% of the purchase

price would be. In other words, a sales price of \$500,000 – 3% = \$15,000 (\$1,500 would go to Bid4Agents.com Realty)--- There are never transactions with “NO FEES” to the office.

\_\_\_\_ (initial) On some occasions, an agent (acting as seller or buyer) does not “collect” a commission for their own sale/purchases. The \$498.00 transaction fee is due Broker in either case.

\_\_\_\_ (initial) Contractor understands and agrees that because Contractor is an Independent Contractor, and not an employee of Broker, Broker will not withhold any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor’s commissions paid. Contractor is personally responsible for paying any and all Federal and State Income, Social Security and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof.

\_\_\_\_ (initial) If contractor is a new licensee or has limited experience (defined as having less than 1 year of active full time experience), Contractor agrees to pay an additional 25% referral fee on the first 3 transactions (not including new home sales) in exchange for broker assistance. This required fee is collected to offset training and guidance beyond that provided to all agents.

\_\_\_\_ (initial) Whether you pay yourself a commission or not, a transaction fee of \$498 (residential) is ALWAYS due the office at COE. Double ending a transaction is  $498 \times 2 = \$996$ .

#### 4. DURATION OF AGREEMENT; TERMINATION

This agreement may be terminated by either party upon written notice to either party. In the event that Contractor terminates his/her contractual relationship with Broker for any reason, any and all listings obtained through efforts of Contractor during the term of this Agreement, shall be transferred to Contractor or to Contractor’s new employing broker, on Contractor’s behalf. Contractor agrees to fully cooperate with Broker to resolve any transactions, claims or disputes, which are pending at the time or which arise after Contractor’s contractual relationship with Broker terminates. In the event agent terminates this agreement prior to producing any company-generated escrows via our leads system—and agent has elected to accept company leads, a \$500 termination fee will be paid to Bid4Agents.com Realty to offset our expenses for obtaining said leads. Fees are due Broker on any opened escrows. By law, any open escrows belong to the broker. Our policy however is that anything already in escrow will be subject to an additional referral fee of 25% or 50% of the total commission made payable to Bid4Agents.com Realty based on whether the termination was voluntary or involuntary.

For the purpose of this Agreement, the term “transaction” shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties to a purchase agreement or lease agreement.

#### 5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties hereunder.

#### 6. LOYALTY TO BROKER'S INTEREST

Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time. Part time employment will be granted on a case by case basis.

#### 7. NONDISCLOSURE OF TRADE SECRETS

Salesman recognizes and acknowledges that the information that will be furnished concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during the term of his employment hereunder (or 5 years after termination), disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

#### 8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

#### 9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

#### 10. GOVERNING LAW

This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of \_\_\_\_\_.

#### 11. ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

#### 12. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

#### 13. INSURANCE

Contractor will utilize his/her own automobile and will maintain a minimum \$100,000/\$300,000 liability and property damage insurance policy, naming Broker as a co-insured, covering any vehicles used to transport third parties or to show and inspect properties, and shall furnish a copy of said policy to Broker upon request.

13 (a). The errors and Omissions insurance Carrier shall be chosen at Broker's discretion. Contractor understands that he/she is responsible for the payment of the deductible amount upon request, for each Errors and Omissions claim.

13 (b). Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim against Contractor and/or Broker. In the event of a claim, lawsuit or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Claims and Disputes Retention Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award.

#### 14. LOANS

\_\_\_\_ (initial) Agents may not represent themselves on their own loans at any time! If using one of our preferred lenders, please be sure to fill out the necessary disclosure form posted within the Contact Management Software.

#### 15. INTERNET LEADS

\_\_\_\_ (initial) Web leads (where applicable) are available to all agents upon joining the company and are distributed on an honor system. You are able to cherry-pick the type of leads you feel most comfortable working with. There are a few basic rules and regulations on these leads as follows:

- 1.) You must maintain a 20:1 ratio on internet leads to remain on the system.
- 2.) You are permitted to accept a maximum of 1 lead/day (not counting bonus leads).
- 3.) You must respond within 15 minutes and log notes in the system accordingly.
- 4.) Referral fees are based on a minimum of 2.5% co-op on the buying or selling side. Referral fees will be taken out of the total commission amount before any "credits or discounts." Commissions

below 2.5% require manager/broker approval and may be subject to an additional technology fee to compensate Bid4Agents.com Realty for awarding you with 20 additional leads. Web-based escrows whose referral commission due to Bid4Agents.com Realty falls below \$1,000 will not qualify for 20 free additional leads in our system.

5.) Any future business generated as a result of an initial web-lead (referrals, friends, family, etc..) are subject to the same referral terms and conditions.

6.) Level 1 internet leads are distributed on a 60/40 (you keep 60%). Level 2 leads are subject to a 45% referral fee and Level 3 leads are subject to a 50% referral fee.

\_\_\_\_ (initial) OFFICE PROCEDURES regarding CLOSING FILES AND LATE FEES:

LISTINGS:

Per NRS Regulations, the following items are required to be on file within 5 days from the date of the "signed" listing agreement/contract:

- 1.) Disclosure Regarding Agency Relationship (Duties Owed)
- 2.) "Signed" Listing Agreement
- 3.) MLS printout

PURCHASES:

Per NRS Regulations, the following items are required to be on file in the office (in our paperless software) within 5 days from the acceptance date of the "signed" Purchase Agreement:

- 1.) Disclosure Regarding Agency Relationships (Duties Owed).
- 2.) Purchase Agreement w/ any counter and addendums.
- 3.) Escrow Instructions

COMPLETE FILES:

Complete office files should be uploaded into the system or turned in to our coordinator for processing 5-7 days prior to closing for audit. Files must be complete, with the exception of the final closing statement (HUD) which usually comes with escrow's closing statements.

LATE FEES:

Files should always be complete by the closing date. They are considered "late" if they are incomplete or turned in 3 business days after the date "printed" on the commission check and therefore, will incur a late fee of \$25.00 per day until they have been completed.

Any documentation that cannot be obtained requires a paper (and digital) trail of your attempts to get it. Paper trail must include copies of written correspondence and a fax confirmation requesting items from the broker of an agent/office refusing to provide proper documentation. A letter from the broker stating their refusal should be obtained.

Once files are complete, commission checks will be paid within 2-3 business days from receipt of the final document turned in. Agents should keep a copy of their files for future reference. Once audited, closed files are no longer available for you to work with.

At Bid4Agents.com Realty, eliminating liability and risk management is our top priority. It keeps your Errors and Omissions premiums low. The procedures set forth are in place to help protect you from lawsuits or protect you in the event of a claim. Always keep a digital conversation log in the software to further document your transaction whenever possible.

OFFICE DUES:

Office dues are payable on the 1<sup>st</sup> of each month and are considered late after the 5<sup>th</sup>. A \$25 late fee will be assessed if paid after the 5<sup>th</sup>. Past due invoices will be applied to any commission checks received to our office. Please remember to pay on time via check, cash or PayPal.

KEY DEPOSITS:

We have implemented a Key-Fob system at the office to allow you and your clients 24/7 access to our facility. A \$25 deposit is required to secure the key in case it is lost or stolen. Please stop by the office if you wish to have such access. If your key is ever lost or stolen, please contact your Managing Broker so we may disable it to prevent unauthorized use.

TEAMS POLICY:

Many of you have formed teams and we encourage you to do so. Please remember that if a "new" agent joins your team, they are still subject to the 25% referral fee off the total commission to Bid4Agents.com Realty---regardless of your own internal commission arrangements.

16. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

17. The following Addenda are hereby incorporated into this Agreement:

Current Employer: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Do you have any pending law suits? \_\_\_ Y or N?

Please Explain: \_\_\_\_\_

Home Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business #: \_\_\_\_\_

R.E. License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

DOB: \_\_\_\_\_ SSN/EIN #: \_\_\_\_\_

NDL #: \_\_\_\_\_

Office Key Received (initials) \_\_\_\_\_

Referred By: (if any) \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date first above written.

WITNESSES:

"BROKER" Date:

\_\_\_\_\_

"SALESMAN" Date:

\_\_\_\_\_

**Bid4Agents.com Realty:** 8887 W. Flamingo #101 : Las Vegas, NV. 89147  
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