



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between **Amir Feinsilber (Designated Broker/Owner)**, of **The Force Realty**, (hereinafter referred to as "Broker"), and

_____, (hereinafter referred to as "Salesman/Contractor").

The Parties recite that:

A. Broker is duly registered and licensed with the States of **Nevada, California and Washington** as a real estate broker.

B. Salesman is duly registered and licensed with the State of Washington 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 contractor.

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 AND OFFICE DUES

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:

Please acknowledge each item with an initial or an "X"

____ (initial): **\$50/Month * \$350/Transaction (Plus B&O Taxes)**

____ (initial): In consideration of the foregoing, Contractor will pay to Broker a non-refundable annual E&O (Errors and Omissions Insurance) supplement fee of \$100 upon execution of this agreement.

____ (initial): Contractor agrees to enroll in our bank automated clearing house (ACH) agreement for monthly and annual dues and understands that additional third party expenses will be drafted as payment is due. For a complete list of third party fees and due dates, please visit <http://www.theforcerealty.com/thirdparty.php>.

____ (initial) The transaction fee will be withheld by and paid to Broker out of the commissions earned by Contractor in **each transaction**. 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.

____ (initial) BUSINESS TRANSACTIONS: 10% of total commission to be paid to Broker on Business, Land, Leases, Referrals and Commercial (5+ units shall be considered a Commercial transaction). You may not do commercial or sell businesses without written approval by Broker. 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. There are never transactions with "NO FEES" to the office.

____ (initial) RESIDENTIAL RENTALS & REFERRALS: Such commissions will be subject to a 10% flat fee payable to Broker (with a cap of \$350). Paper checks under these transactions will be paid out within 5 business days of receipt.

____ (initial) On some occasions, an agent (acting as seller or buyer) does not "collect" a commission for their own sale/purchases. The transaction fee is due Broker in either case. Double ending a transaction will be subject to twice your selected transaction fee schedule above.

____ (initial) Contractor understands and agrees that because Contractor is an Independent Contractor, and not an employee of Broker, Broker will not withhold any Federal Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal, 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. Required B&O Taxes (State and Local) will be deducted. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof.

____ (initial) Office dues will be auto-debited from your banking institution on or before the 5th of each month. A \$25 fee will be assessed on all declined payments. Unpaid invoices delinquent by more than 30 days will result in immediate termination of your license. Any third party dues billed to Broker on behalf of Contractor will be collected as required for reimbursement.

4. DURATION OF AGREEMENT; TERMINATION

This agreement may be terminated by either party upon 60 day written notice to either party unless Contractor is being terminated due to non-compliance or non-responsiveness. Should Contractor terminate this agreement within 6 months of hire date, Contractor agrees to pay a termination fee of \$250. 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. **Fees are due to Broker on any opened escrows.** By law, any open escrows belong to the Broker. Our policy however is that any transaction(s) already in escrow will be subject to a processing fee of 25% of the total commission made payable to The Force Realty.

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 that is similar or in direct competition with broker.

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 3 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 WASHINGTON.

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 (currently \$5,000 as of the date of this contract).

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. FILE PROCEDURES AND DUES

Complete office files should be uploaded into the system or turned in to our coordinator for processing 3-5 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.

FILE SUBMISSION POLICIES AND LATE FEES:

Files must be completed by the closing date. All files must be uploaded to our paperless system within 3 business days of opening escrow to avoid late fees. They are considered "late" if they are incomplete or turned in 3 business after escrow was opened. Under such circumstances, you will incur an initial penalty fee of \$50 and \$25 per day thereafter until the file is uploaded and/or completed for final auditing. File reviews beyond the 2nd review are subject to an additional \$25/review fee. For a complete step-by-step guide on utilizing our paperless document management system, please visit our online Webinars under "Tools" in our paperless office or attend our next scheduled training class.

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. Always keep a digital conversation log in the software to further document your transaction whenever possible.

Once files are complete, commission checks will be paid within 3 business days from receipt of the final document turned in via Direct Deposit only. Contractor should keep a copy of files for future reference. Once audited, "closed" files are no longer available for you to work with but may be accessed for viewing purposes only.

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 must be approved by the broker and must be under your direct supervision at all times. All agency disclosures must include the names of each team member.

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. INFORMATION (Please update broker with any changes)

Contractor Name: _____

Current Employer: _____

Reason for leaving: _____

Do you have any pending law suits? ____ Y or N? Please Explain: _____

Home Address: _____

City _____, State _____, Zip _____

Email Address: _____

Mailing Address (If different from above): _____

Home Phone: (____) _____ - _____ Business/Cell #: (____) _____ - _____

R.E. License #: _____ Exp. Date: _____

Date of Birth: ____/____/____ SSN/EIN #: _____ - _____ - _____

Referred By: (if any)

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed.

WITNESSES:

"CONTRACTOR" (Please Sign Above) Date: _____

"DESIGNATED BROKER/ BRANCH MANAGER" Date: _____

Contact Phone: **(888) 243-4243 / (425) 903-3770**

Fax: (877) 243-4329

Email: careers@TheForceRealty.com

12507 Bel Red Road #103, Bellevue, WA. 98005

Real Estate License Application

You can use this form to apply for your first broker or managing broker license. You can also use this form to change your name, transfer, reactivate, or reinstate your license. Send this completed form and any required documents with a check or money order payable to the Department of Licensing, to:

For validation only

Real Estate Licensing
Department of Licensing
 PO Box 9021
 Olympia, WA 98507
 (360) 664-6500 or (360) 664-6488

Check all that apply:

- New license (*check one*):
 - Broker – **\$146.25**
 - Managing broker – **\$210.00**
- Reactivation – **all applicable fees** (*contact Real Estate Licensing for fee amount*)
- Reinstatement – **all applicable fees** (*contact Real Estate Licensing for fee amount*)
- Fingerprint/ background check, if applicable – **\$35.25** (*see next page*)
- Transfer – **no fee**
- Name change – **no fee**

Applicant information – Incomplete applications will not be processed.

TYPE or PRINT Name (<i>as it appears on your license, if applicable</i>)			Date of birth	
Home address			(Area code) Telephone number	
City	State	ZIP code	Email	

Answer the following

If you answer "Yes" to questions 1-5, attach a letter of explanation. Include the charge, date of conviction, civil judgment or order, county jurisdiction, state, and disposition of charges.

1. With the exception of motor vehicle violations, have you been convicted of a crime, misdemeanor or felony, in this or any other state, by the federal government or by any other jurisdiction within the past ten years? Yes No
2. Is there a criminal complaint, accusation, or information presently pending against you or are you currently under indictment, in this or any other state, by the federal government or by any other jurisdiction? Yes No
3. Has any professional or occupational license, certification, or permit held by you been fined, suspended, revoked, refused, or denied, in this or any other state, by the federal government or by any other jurisdiction in the past ten years? Yes No
4. Have you ever had a civil court order, verdict, or judgment entered against you in any court of competent jurisdiction, in this or any other state, by the federal government or by any other jurisdiction in the past ten years? Yes No
5. Are you currently required to register as a sex offender in this state or any other state? Yes No
 If yes, in which state _____ and county _____
6. Have you submitted a Real Estate Program fingerprint card in the last six years? Yes No
 If no, see next page for fingerprint requirements and instructions.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

_____ **X** _____
 Date and place signed Applicant signature

NOTICE: The Department of Licensing may enter your real estate firm's licensed office location at reasonable times to inspect the records that you are required to keep by the statutes and rules that govern the license for which you are applying. It is your responsibility as a licensee to cooperate with an audit or an investigation by providing DOL with the requested documents and a written explanation of the matter contained in a complaint upon the Department's request.

Employing firm information

TYPE or PRINT Firm name (where applicant will be licensed)		Firm license number	
Mailing address		(Area code) Telephone number	
City	State	ZIP code	
Physical address (if different)			
City	State	ZIP code	
TYPE or PRINT Designated broker name as it appears on your license		License number	
TYPE or PRINT Branch manager name as it appears on your license		License number	

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

X

Date and place signed

Designated broker/ Branch manager signature*

***Submit a copy of the delegation authority if not signed by the designated broker or branch manager.**

When can I begin working?

You may begin working from the postmark or hand delivery date of your application to the Real Estate Licensing office, provided the application is complete.

Do I need a fingerprint card?

You need a fingerprint card if this application is for your first broker or managing broker license. If you need to submit a Real Estate Program fingerprint card you are required to do so before we will process your application.

How and where do I get my fingerprints taken?

You may take your Real Estate Program fingerprint card to any Washington State Patrol approved fingerprinting service. Each fingerprinting service sets its own fee, which you must pay at the time of fingerprinting. This is in addition to the \$35.25 processing fee you submit with this application.

Name change

Complete with this form and enclose a brief letter stating what your name is being changed to and from.

Transfer

Complete this form and return your current license showing the office you are leaving.

Once filed, this application is a public record and is subject to public disclosure.

For office use only				
Prof	License number	Effective date	Expiration date	Firm number

RCW 18.85.191; 18.85.361(6); 26.23.150; 42.56.

PASSWORD NON-DISCLOSURE AGREEMENT

Name of Subscriber _____ User ID# _____ Password _____ 1
(Print/Type) (LAG # issued by NWMLS)

Subscriber Category: 2

Designated Broker Branch Manager Clerical Activities Person (employed by Member Firm) 3

Broker Assistant - Not Licensed Appraiser 4

Member Firm Name _____ NWMLS Office ID# _____ 5
(Print/Type)

The subscriber identified above by name and User ID number ("Subscriber"), the member firm with whom Subscriber is associated ("Member") and Northwest Multiple Listing Service ("NWMLS") hereby agree as follows: 6
7

1. Agreement Not To Disclose. Member and Subscriber acknowledge registration of password, in association with Subscriber's User ID number, for use by Subscriber in connection with the NWMLS On-Line System, owned and operated by NWMLS. Said password may be changed from time to time by Subscriber at Subscriber's option. Subscriber shall not disclose said password to any third party whomever (including but not limited to another subscriber, a person associated with another member, or any other person associated with Member). Subscriber acknowledges that any such disclosure will seriously jeopardize the security of the entire system and cause irreparable harm to NWMLS, its members and all other subscribers. 8
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2. Penalties. In the event of any disclosure and/or use of the password by anyone other than Subscriber, an automatic fine of \$500 may be assessed by NWMLS against Member. In addition, disciplinary action may be taken against Member which may result in an additional fine and Subscriber being deprived of use of a password for the NWMLS On-Line System for a specified period of time. Member shall pay any such fines and Subscriber consents to such deprivation of use of a password for a specified period of time. Subscriber shall reimburse Member for any fines assessed against Member for breach of this Agreement by Subscriber. Any automatic fine which may be assessed against Member may be waived only by action of the Board of Directors of NWMLS. The prevailing party in any suit arising out of this Agreement shall be entitled to reasonable attorney's fees. 15
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3. Security and Surveillance of the NWMLS On-Line System. NWMLS maintains close 24 hour security and surveillance on use by subscribers of the NWMLS On-Line System which will detect multiple uses of passwords. 23
24

Note: New Subscriber 25

Bring this form to the Essentials of Matrix class. This form must be signed by your Designated Broker/Branch Manager/Appraiser Member to gain or keep access to the NWMLS database. The training instructor will sign and collect this form at the end of class. Do not fax the form to NWMLS before the class. 26
27
28

Note: Transferring Subscriber 29

Fax this completed form, signed by your new Designated Broker/Branch Manager/Appraiser Member, to NWMLS Kirkland office at (888) 821-3705. 30
31

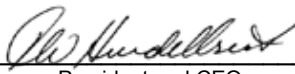
Date: _____ 32

Subscriber: _____ 33
(Signature)

DB/Branch Manager/Appraiser Member: _____ 34
(Signature)

DB/Branch Manager/Appraiser Member: _____ 35
(Type/Print)

Northwest Multiple Listing Service 36

By:  _____ 37
President and CEO

Trainer's Signature: _____ Date: _____

LISTING INPUT AUTHORIZATION

Name of Subscriber: _____ User ID / LAG# _____ 1

Member Firm Name: _____ 2

Office Phone No.: _____ NWMLS Office ID#: _____ 3

INSTRUCTIONS: 4

1. This form, when signed by Subscriber's Designated Broker or Branch Manager, is authority for Subscriber to attend NWMLS's Listing Input ("LIP") training course. 5
6
2. After Subscriber completes the LIP training course, NWMLS will permit Subscriber to add and modify listings. 7
3. Subscriber Category: 8
Designated Broker Branch Manager Clerical Person (employed by Member Firm) 9
Broker Unlicensed Assistant 10
4. Access to LIP will not be permitted until this form is signed by the Subscriber and by the Subscriber's Designated Broker or Branch Manager, and is presented to NWMLS at the end of the LIP training course. Please complete the signature sections below: 11
12
13

Subscriber: _____ Date: _____ 14
(Signature)

I understand that the above authority will continue until such time as I notify NWMLS to cancel this person's access. I authorize the above person to access the NWMLS listing input functions shown above. 15
16

Designated Broker/Branch Manager: _____ 17
(Print Name)

Designated Broker/Branch Manager: _____ 18
(Signature)

Date: _____ 19

5. **Note: New Subscriber** 20

Bring this form to the Essentials of Matrix class. This form must be signed by your Designated Broker/Branch Manager/Appraiser Member to gain or keep access to the NWMLS database. The training instructor will sign and collect this form at the end of class. Do not fax the form to NWMLS before the class. 21
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Note: Transferring Subscriber 24

Fax this completed form, signed by your new Designated Broker/Branch Manager/Appraiser Member, to NWMLS Kirkland office at (888) 821-3705. 25
26

Trainer's Signature: _____ Date: _____ 27

BROKER / BROKER ASSISTANT / CLERICAL CHANGES

Date: _____ 1

Firm Name: _____ NWMLS Office ID#: _____ 2

1. **Use this form to add or delete** a licensed broker, unlicensed assistant or clerical staff as required by Rule 75. 3
 Fax the completed form to NWMLS Kirkland office at 1-888-821-3705. 4
2. **Changes** should be made the same day a licensed broker, unlicensed assistant or clerical staff joins or leaves 5
 your office. 6
3. To avoid double entries in the database, please provide the exact spelling of the name on the license; no 7
 nicknames please. 8
4. ***E-mail address is mandatory.** NWMLS will assess a paper statement fee for all invalid e-mail addresses. 9

ADD / DELETE	NAME & BILLING EMAIL (Spell name exactly as on license)	CLASSIFICATION Broker/Clerical/ Unlicensed Assistant	LICENSED Yes / No	NEW	*REQUEST for 2nd LAG #	LAG#
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
	*Billing Email: _____					_____

- Note:**
- a.) **Do not use this form** unless there have been changes since your last report. 26
 - b.) **Do not use this form** to request a dues exemption. **Use Form 121.** 27
 - c.) **Do not use this form** to add or delete a Designated Broker or Branch Manager. **Use Form 111.** 28
 - d.) **When adding a first time subscriber:** DO NOT fax Form 80 (Password Non-Disclosure) and Form 81 29
 (Listing Input Authorization). New subscribers must bring forms signed by the designated broker or 30
 branch manager to the Essentials of Matrix and Listing Input classes to gain access to the NWMLS 31
 database and for listing input privileges. 32
 - When transferring or requesting a 2nd LAG Number:** 33
 - e.) Be sure to submit a new Form 80 (Password Non-Disclosure) and if applicable, Form 81 (Listing Input 34
 Authorization) to continue your on-line access rights. 35
 - f.) A new Form 114 (Subscription Agreement) must be processed to continue key service. 36

Authorized by Designated Broker/Branch Manager: _____ 37

Date: _____ 38



Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize THE FORCE REALTY to initiate automatic deposits to my account at the financial institution named below. I also authorize THE FORCE REALTY to make withdrawals from this account for unpaid monthly dues, business license fees and goods/services ordered.

Further, I agree not to hold THE FORCE REALTY responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until THE FORCE REALTY receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ Checking Savings

Signature

Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint): _____ Date: _____

Please attach a voided check or deposit slip and return this form to the Payroll Department.