

## **INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND SALESPERSON**

THIS AGREEMENT by and between \_\_\_\_\_, hereafter referred to as "BROKER" and \_\_\_\_\_, hereafter referred to as "SALESPERSON" for and in consideration of their mutual promises and for their mutual benefits.

BROKER is duly licensed as a Real Estate Broker, and is duly qualified to, and does, procure the listing of real estate for sale and lease, and does procure purchasers and lessees for real estate, and does perform other acts designated within Louisiana Statutes, and enjoys goodwill of, and a reputation for dealing with, the public, and also maintain and office for the purpose of serving the public as a Real Estate Broker, and

WHEREAS, Salesperson is a duly licensed Real Estate Salesperson and properly qualified to deal with the public as such, and WHEREAS, it is deemed to be to the mutual advantage of BROKER and Salesperson to form the association hereinafter agreed to,

THEREFORE

- I. BROKER agrees that Salesperson shall have access to all current listings of BROKER and listings made available to BROKER through offers of cooperation, except such listings as BROKER in his or her discretion, may find necessary to play exclusively in the temporary possession of another Salesperson.
- II. BROKER agrees that Salesperson may use BROKER's then existing office facilities for the performance of Salesperson's duties described within.
- III. Salesperson agrees to use Salesperson's best efforts to sell and lease real estate listed with BROKER, or available to sell or lease by BROKER through offers of cooperation, and to solicit listings, clients and customers for BROKER.
- IV. Salesperson agrees to conduct his or her 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 Brokers and Salespersons. Salesperson hereby agrees to indemnify and hold BROKER harmless from and against any and all liability arising from Salesperson's acts or omission, whether arising from violation of said laws, rules, regulation, and codes of ethics, or from Salesperson's negligence or Salesperson's overt acts, or otherwise. Salesperson recognizes and acknowledges his or her obligation to keep abreast of all legal and other issues which affect the real estate industry as they may change from time to time.

- V. BROKER shall negotiate all terms and conditions of fees charged clients including but not limited to, the amount of the fee and dates such fees become due. Where Salesperson performs any services described in the Agreement and a fee is earned and collected by BROKER, Salesperson shall receive \_\_\_\_\_% of the fee as commission as listing agent, and \_\_\_\_\_% as selling agent; and BROKER shall receive the balance, except where expense for attorney's fees and costs are incurred in the collection of or in the attempt to collect the fee, then such amounts shall be deducted from Salesperson's commission in the same proportion as provided for herein in the division of the fee. Salesperson shall be paid commissions owed him or her on any given transaction within \_\_\_\_\_ days after collection and clearance of the fee by BROKER. In no event shall BROKER be liable to Salesperson for any fee, unless the same shall have been collected from the party who owed the fee, nor shall BROKER be required to prosecute or sue any party in order to collect any fee for services performed by Salesperson. In the event that two or more SALESPEOPLE participate in such a service, or claim to have done so, the amount of the fee due Salesperson shall be determined by BROKER in his or her sole and absolute discretion. In the event that a Seller offers a premium, bonus, or other incentive, whether via and agency relationship with BROKER or via a cooperative arrangement, if such a premium, incentive or bonus is in the form of money, then \_\_\_\_\_.
- \_\_\_\_\_. In the event such premium, bonus or 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 shall go to (insert BROKER or Salesperson), \_\_\_\_\_. If said non-monetary incentive goes to Salesperson, the fair market value of same shall be reported by BROKER as income to Salesperson, as same must be collected by BROKER and delivered to Salesperson, to preserve the respective legal positions of the parties.
- VI. Salesperson shall be compensated by BROKER solely through commissions as described in Paragraph V. Such compensation from BROKER to Salesperson shall be directly related to sales and rental output of Salesperson and not to hours worked by Salesperson. Salesperson shall be provided no minimum salary, no vacation pay, no sick leave nor any other fringe benefit including the payment of licensing and membership dues.
- VII. BROKER shall not be liable to Salesperson for any expenses incurred by Salesperson, not for any of Salesperson's acts. Salesperson shall 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 shall be maintained

only in the name of the BROKER, and Salesperson shall be construed to be a subagent only with respect to the clients and customers for whom service shall be performed, and shall otherwise be deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of BROKER for tax purposes, liability purposes, or any other purposes. Salesperson shall also be responsible for providing Salesperson's own automobile and is responsible for transportation expenses including insurance in the minimum amount of \$\_\_\_\_\_, for public liability and property damage insurance in the minimum amount of \$\_\_\_\_\_, and other expenses incidental to performing Salesperson's duties without receiving any reimbursement from BROKER.

- VIII. Salesperson is responsible for paying Salesperson's own estimated income tax payments, self employment taxes and other taxes to the federal government. BROKER shall withhold neither federal income taxes, nor unemployment taxes from commissions due to Salesperson, nor shall BROKER provide worker's compensation insurance for Salesperson.
- IX. Salesperson shall perform all duties without supervision or control of BROKER. Notwithstanding this provision, Salesperson shall be deemed to be working under the supervision of BROKER in the context of Louisiana Statutes.

Salesperson shall not be required to report on Salesperson's activities to BROKER, work a specific schedule, nor shall Salesperson be required to meet certain sales quotas.

- X. This Agreement shall continue until terminated. Termination is effective within \_\_\_\_\_ days written notice from either party hereto to the other party. BROKER may terminate this Agreement without notice for wrongful conduct by Salesperson. Failure by either party to maintain active licensure status pursuant to Louisiana Statutes, shall be deemed automatic termination. Salesperson shall not, after termination of this Agreement, use to his or her own advantage, or to the advantage of any other person or corporation, any information gained from the field or business of the BROKER, relating to property sale, lease or rental. Salesperson acknowledges that all pending sales and listings taken during the term of this Agreement are the property of BROKER. Salesperson further acknowledges that commissions are earned and accrue to Salesperson upon the actual closing of a transaction and that Salesperson forfeits all entitlement to any pending commissions upon the termination of this Agreement. All programs, forms, data, keys, manuals, signs, and other paraphernalia relative to the business of BROKER are property of BROKER, and shall be returned to BROKER, with no copies made by Salesperson, upon termination of this Agreement.

Exceptions to the foregoing provisions are as follows:

\_\_\_\_\_  
\_\_\_\_\_

XI. \_\_\_\_\_.  
Salesperson acknowledges that he or she has been advised that it is the policy of BROKER and BROKER's company to support and practice Fair Housing and that Fair Housing is an integral aspect of the practices of BROKER. Salesperson has been advised that failure to comply with Fair Housing principles shall result in appropriate disciplinary action, and termination of this Agreement. Salesperson warrants and represents that it is Salesperson's intent to attend Louisiana and federal Fair Housing instructional programs and keep current on developments in Fair Housing as it affects real estate marketing and sales. Salesperson understands this acknowledgment, warranty and representation and agrees to it voluntarily.

XII. Please check off and initial, or insert "NA" for not applicable as appropriate:

BROKER maintains an office policy manual. Salesperson has received a copy, and agrees to comply with it, and its modifications, addenda and changes as they may incorporated therein from time to time.

BROKER maintains Errors & Omissions insurance which coverage includes the Salesperson. Salesperson shall pay a portion of Errors & Omissions coverage, as follows:

\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have signed or caused to be signed, these presents, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BROKER: \_\_\_\_\_

AGENT: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

\_\_\_\_\_