

INDEPENDENT CONTRACTOR LICENSED PERSONAL ASSISTANT AGREEMENT
(Contract with Brokerage)

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____ (the "Company") and _____ a licensed personal assistant with the Company ("Personal Assistant").

In consideration of their mutual promises and benefits, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Independent Contractor Status:** Personal Assistant agrees to act as an independent contractor, not as an employee, with respect to the Company. Personal Assistant acknowledges and agrees that she or he has read and understands the Internal Revenue Service's guidelines for independent contractors, attached hereto and incorporated herein. Personal Assistant agrees to comply with said guidelines as well as all other applicable laws, rules, regulations, and policies.
2. **Compensation:** Personal Assistant shall be compensated by the Company in the form of a flat rate or percentage of commissions. The amount of compensation shall be indicated on the Company's sales sheet for each transaction. The commission paid to Personal Assistant for any transaction shall not exceed percent of the gross commission credited to the Company salesperson for that transaction (the "REALTOR®"), absent a written agreement to the contrary between Personal Assistant and the REALTOR®. Personal Assistant shall be compensated at a rate of percent of the gross commission received by the Company for each transaction side in which Personal Assistant participates.
3. **Transactions:** All listings and transactions shall be performed in the name of and for the benefit of the REALTOR®, except as provided herein. The REALTOR® shall receive all unit and volume credit as well as the appropriate commission credit for each transaction. Personal Assistant shall not receive unit or volume credit on any transactions.

Transactional documents may be signed by Personal Assistant, however, all such documents shall be reviewed and signed by the REALTOR® prior to submitting documents to the branch officer.

4. **REALTOR® Legal Defense Program:** Personal Assistant agrees to pay a pro rate share of REALTOR® Legal Defense Program costs on any transaction where Personal Assistant received greater than twenty-five percent (25 %) of the commission received by the REALTOR®.
5. **Exclusivity:** Personal Assistant agrees that she or he will not actively or affirmatively solicit real estate business for a period of three (3) years after termination of this Agreement from either customers or clients or from any confidential customer or client lists of the Company or any REALTOR® employed by or under contract with the Company if Personal Assistant subsequently becomes an independent contractor licensee of any real estate broker within a thirty (30) mile radius of the Company office with which Personal Assistant was affiliated as an independent contractor licensed personal assistant.
6. **Miscellaneous:** To the extent that any of the terms of this Agreement conflict with any independent contractor agreement between Personal Assistant and any REALTOR®, the terms

of this Agreement supersede. However, all other terms of any such other agreement not inconsistent herewith shall remain in full force and effect. The parties acknowledge that this is the complete and final expression of their agreement, and there are no other agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, after reading this entire Agreement, have executed this Agreement on the day and year below. Personal Assistant and Company hereby acknowledge receipt of a copy of this Agreement

(Printed Name of Personal Assistant)

(Name of Company)

(Signature)

By: _____

(Date)

Its: _____

SAMPLE