

**LICENSED PERSONAL ASSISTANT COMPENSATION AGREEMENT**

**(Brokerage as Employer)**

This compensation agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (the "Company") and \_\_\_\_\_ (the "Personal Assistant"), who is currently employed by the Company as a licensed personal assistant to \_\_\_\_\_, a REALTOR® in the \_\_\_\_\_ office of the Company (the REALTOR®).

In consideration of their mutual acts and promises, the parties hereby agree as follows:

1. This agreement shall not be construed as being an employment contract or agreement. The Personal Assistant acknowledges that he or she is an employee "at will" of the Company. This agreement is intended only to set forth the Personal Assistant's compensation to be paid by the Company to the Personal Assistant while the Personal Assistant is employed by the Company.
2. The parties acknowledge and agree that while the Personal Assistant is a licensed REALTOR®, the Personal Assistant shall be compensated for services rendered as an employee of the Company. Specifically, the Personal Assistant cannot list or sell properties in his or her own name nor may he or she receive full commissions. However, the Personal Assistant may earn referral fees paid by REALTORS® as stated in 3(b) of this agreement.

Additionally, the Personal Assistant also agrees that he or she will not actively or affirmatively solicit real estate business for a period of three (3) years after termination of his or her employment by the Company from either customers or clients or from any confidential customer or client lists of the REALTOR® or the Company if the Personal Assistant subsequently becomes an independent contractor REALTOR®-licensee with the Company or any other broker within a fifteen (15) mile radius of the office in which he or she was employed as a Personal Assistant.

3. As compensation for the Personal Assistant services to be rendered, the Company shall pay the Personal Assistant, and the Personal Assistant shall accept as compensation in full for his or her services, the following:
  - a. A salary of \$\_\_\_\_\_ per month payable in equal semi-monthly installments or an hourly rate of \$\_\_\_\_\_ payable in equal semi-monthly installments.
  - b. Referral fees, if any, to be paid pursuant to the agreement between the Personal Assistant and REALTORS®. All referral fees will be paid through the Company payroll with appropriate government taxes withheld.
4. This agreement shall terminate immediately in the event of the cessation of the Personal Assistant's employment by the Company. Upon termination of this agreement, the Personal Assistant's rights to all further compensation hereunder shall cease.

\_\_\_\_\_  
(Printed Name of Personal Assistant)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

Its: \_\_\_\_\_