



White Paper

Personal Assistants

*What Unlicensed Personal Assistants May Do and How Their Services
May be Engaged*

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What Unlicensed Personal Assistants May Do and How Their Services May be Engaged

The explosion of information technology that has occurred in the first half of the 1990's has created marketing and communications capacity that has real estate brokers and salespeople busier than ever. The need for brokers and salespeople to be in almost constant contact with existing and prospective clients, as well as with other brokers and salespeople, leaves little time, if any, for details and support services that must be taken care of in order for business to be maintained and successfully transacted.

To fill the need that has arisen, it is becoming more and more popular among brokers and salespeople to use personal assistants to take care of details which take time that could better be used by the broker or salesperson on activities that are more directly related to boosting sales volume. In many cases, personal assistants are licensed real estate agents who are authorized to perform the same functions as any other licensed real estate agent. It is at least equally common, however, for a personal assistant to be unlicensed, which raises a number of questions about which tasks and functions the personal assistant may perform, and which ones he or she may not. The purpose of this analysis is to provide a general description of the personal assistant, identify the functions the unlicensed personal assistant may and may not perform under Ohio law, and describe the employment or contractual arrangements that may exist between a broker or salesperson and a personal assistant.

I. WHAT IS A PERSONAL ASSISTANT?

A personal assistant in the real estate profession can be and often is the broker's or salesperson's right-hand man or woman. He or she may be employed by, or may independently contract with, a brokerage or an individual salesperson so that the brokerage or salesperson will have someone to shoulder as much of the secretarial and organizational burden created by real estate sales as possible. Although, as will be discussed, the duties that fall upon a personal assistant depend on whether the personal assistant is licensed or not, a personal assistant is typically a combination of secretary and office manager, handling not only phone calls and correspondence, but also organizational tasks related to listings, sales, marketing, and all the other administrative facets of the real estate profession.

II. WHAT MAY AN UNLICENSED PERSONAL ASSISTANT DO?

Section 4735.01 of the Ohio Revised Code lists the activities which require a real estate license. These activities generally have to do with engaging in the business of selling, exchanging, purchasing, renting, or leasing real estate for a fee or commission. The definition of what constitutes the practice of real estate is very broad; therefore, a licensed brokerage or salesperson must exercise extreme caution in permitting or authorizing an unlicensed individual to participate in the business. Nevertheless, the definition of what constitutes the practice of real estate leaves open a significant amount of activity in which an unlicensed individual may engage.

An unlicensed individual may perform duties which are secretarial in nature, such as calling people to schedule appointments or calling the owner of properties listed by the brokerage to schedule showings, closings, or inspections. The dialogue of these conversations should be limited to setting an appointment and should not focus on making representations about the services offered by the brokerage. Although the mere setting of an appointment with an owner is not conduct requiring a real estate license, extreme care must be exercised when a licensed agent authorizes an unlicensed individual to call an owner to set an appointment. A licensee who permits or authorizes an unlicensed individual to perform acts which require a license may be subject to disciplinary action.

In addition to the secretarial duties unlicensed personal assistants may take care of, they also typically perform much of the administrative work involved with listings. For example, they may prepare market value analysis forms, compile listing packages, and prepare listing presentations. They may also write and place advertisements, take and develop photographs of properties, and address and mail open house invitations and thank you notes to open house attendees. Another duty an unlicensed individual may perform is to deliver documents such as offers and counteroffers; however, he or she may not interpret the documents or answer questions concerning them.

Activities for the unlicensed personal assistant are more limited in areas directly related to sales and marketing, but unlicensed personal assistants may coordinate direct mail campaigns, create flyers and brochures, and maintain mailing lists. They may also monitor closing details and coordinate closings, communicate with sellers and buyers regarding delivery or pick-up of keys, and process sales, as long as they are continually careful not to make the types of representations or statements that require a license. Questions concerning a property such as the asking price, address, or number of bedrooms must be referred to a licensee, even if such questions arise in the course of a telephone conversation which begins with a discussion of proper subjects.

Section 4735.01(A)(7) of the Ohio Revised Code requires that an individual be licensed as a real estate broker or salesperson in order to direct or assist in the procuring of a prospect which is calculated to result in the sale, lease, or exchange of real estate. One of the most common questions related to this section is whether an unlicensed individual may prospect or call “for sale by owners” or owners of expired listings to determine their interest in listing or re-listing their property. Although setting an appointment for a licensee would not require a real estate license, asking owners questions as to their housing needs in order to determine their interest in listing their property may result in the personal assistant’s needing a license. For example, an unlicensed person in calling an owner could use the following type of dialogue: “My name is John Smith. I’m calling on behalf of Mary Jones of ABC Real Estate to see if an appointment could be set for Mary Jones to discuss with you the services offered by ABC Real Estate.” If the response is in the affirmative, an appointment could be set. However, any further inquiries by the unlicensed individual should be avoided.

Based on these parameters, a real estate license would be required to gather information on an owner’s house or a home they may be looking for, to provide information to the owner on properties listed, or to request the names of others interested in buying or selling a property.

III. SHOULD THE UNLICENSED PERSONAL ASSISTANT BE THE LICENSEE’S EMPLOYEE?

Because of the wide variety of functions that an unlicensed personal assistant may perform, and because of the unique and individualized working relationship that the personal assistant has with the licensed broker or real estate agent for whom he or she works, there are a number of options available to brokerages and individual salespeople as to the type of agreement under which the personal assistant's services should be engaged.

The primary considerations in this area are: (1) whether the personal assistant's services should be engaged by the brokerage or by the individual salesperson, and (2) whether the personal assistant should be an employee or an independent contractor. If the personal assistant is an employee, then the brokerage or salesperson, as an employer, carries the risk of being held liable for conduct by the personal assistant that is negligent, fraudulent, or otherwise unlawful. Generally, the employer-employee relationship carries with it the right of the employer to supervise, control, and direct the actions of the employee; in fact, under Ohio law, an employer-employee relationship results when the employer controls the day-to-day activities and the details of the employee's job, even if the employee is otherwise characterized as an independent contractor. It is also the employer's role to define the scope of the employee's employment. Thus, it is the general rule that the employer may be held vicariously liable for its employees' tortious or otherwise unlawful conduct when that conduct occurs within the scope of the employee's employment. Although every case is different and depends upon unique facts, engaging a personal assistant as an independent contractor should generally reduce the risk that vicarious liability will flow back to the brokerage or salesperson, unless, again, the brokerage's or salesperson's control of the personal assistant converts the would-be independent contractor into an employee. And in practical reality, due to the close working relationship that typically exists between a brokerage or salesperson and a personal assistant, it would be difficult under the Ohio control test for a personal assistant to be characterized as an independent contractor instead of an employee.

In addition, if a personal assistant is an employee, then the employer, either the brokerage or the individual salesperson, is responsible for the same tax withholdings and payroll details as with other employees. If the personal assistant is hired as an independent contractor, and the brokerage or salesperson does not control the day-to-day activities and the details of the personal assistant's job, then the brokerage or salesperson would not be responsible for federal or state tax withholdings, worker's compensation, unemployment compensation, and similar details. Either way, the Superintendent of the Division of Real Estate has cautioned that unlicensed personal assistants should be compensated on a salaried or hourly basis because an individual who is compensated on a commission basis is more likely to appear to be engaged in conduct for which a real estate license is required.

The most traditional of arrangements would be for the personal assistant to be an employee of the brokerage. In that case, the brokerage would handle all of the payroll and tax reporting details, as well as all employment-related issues, such as interviews, hiring, job description, wages, benefits, work schedule, discipline, and termination. Although the brokerage would be the personal assistant's employer, the brokerage typically would not hire a personal assistant unless a licensed salesperson had a particular need for one. Thus, it would not be unusual for the brokerage to hire personal assistants only for salespersons with a specified minimum commission income. It would also not be unusual for the personal assistant's compensation to be charged back to the salesperson for whom the personal assistant was hired and taken out of that salesperson's

commissions. In that case, the brokerage would probably charge the personal assistant's compensation back to the salesperson at a rate greater than 100 percent in order to cover the payroll, personnel, and other administrative expenses carried by the brokerage as the personal assistant's employer. Finally, from the standpoint of vicarious liability, it may not matter to the brokerage whether the personal assistant is licensed or unlicensed because the brokerage has the ability, as the employer, to define the scope of the employee's duties, to control and supervise the personal assistant, and thereby to protect itself from being held vicariously liable for conduct by the personal assistant that is beyond the scope of his or her employment.

Another option would be for the personal assistant to be employed directly by the salesperson for whom he or she works. Under such an arrangement, the salesperson would handle all of the payroll and tax reporting details, as well as all of the previously listed employment-related issues such as interviews, job description, etc., just as the brokerage would in the first scenario. If the personal assistant were licensed and earned commission income, then issues would arise as to compliance with state law requirements that such commission-based income be paid by the brokerage for whom the salesperson works, and not directly by the agent. But if the personal assistant were unlicensed, then he or she would, or at least should, receive compensation on an hourly or salary basis, as recommended by the Division of Real Estate. In either case, the most significant issues involve the salesperson's potential vicarious liability as an employer and the extent to which the salesperson's employment, control, and supervision of the personal assistant would cut the brokerage off from potential vicarious liability. Although a determination as to vicarious liability would have to be made on the basis of the individual facts in each case, if the personal assistant is employed by the salesperson, then, presumably, the salesperson supervises and controls the personal assistant and defines the scope of his or her employment. In the generality of cases, such control and supervision by the salesperson as employer should insulate the brokerage from vicarious liability, unless the brokerage also exerts, as a practical matter, supervision and control over the personal assistant or unless the brokerage were deemed to control and supervise the personal assistant by virtue of the brokerage's relationship with the salesperson.

Yet a third option is for the personal assistant to be an independent contractor engaged by the individual salesperson. It should be emphasized, however, that creating this type of relationship would require the salesperson to refrain from controlling and supervising the day-to-day activities and details of the personal assistant's work, and that might prove to be inconsistent with an effective working relationship between the salesperson and the personal assistant. Nevertheless, in this scenario, there is an express contractual agreement between the personal assistant and the salesperson, who typically agrees to pay the personal assistant on the basis of completion of a specific job in accordance with the terms and conditions of the contract. As was mentioned earlier, compensating an independent contractor does not require the same payroll withholding and tax reporting that compensating an employee entails, and it remains true that an unlicensed personal assistant should not receive commission compensation, regardless of whether he or she is an employee or an independent contractor. As an independent contractor, the personal assistant generally will, and probably should, have his or her own office space or facility and furnish his or her own supplies, materials, and equipment. Otherwise, the line between employee and independent contractor begins to blur, and payroll and tax withholding problems and vicarious liability issues begin to arise. As a practical matter, it is uncommon for brokerages to allow their salespeople to contract independently with personal assistants who are licensed (although some

brokerages allow it) because the license would give personal assistants with whom the brokerages have no recognizable legal relationship the statutory authority to engage in the practice of real estate with regard to properties listed by the brokerage, which would create commission-based compensation issues that many brokerages would prefer to avoid.

In the fourth and final option, the personal assistant is an independent contractor engaged directly by the brokerage. Again, it should be pointed out that control and supervision issues make this arrangement a practical difficulty, but in this case, it would be reasonable to expect the brokerage to require the personal assistant to be licensed because the personal assistant would be directly associated with the brokerage but, as an independent contractor, would still be, as a non-employee, beyond the control and supervision of the brokerage, at least in theory. Therefore, to ensure that the personal assistant would not engage in the unauthorized practice of real estate, but to do so without exerting the type of control and supervision that would change the personal assistant from an independent contractor into an employee, it would be prudent for the brokerage to insist that the personal assistant be licensed. The personal assistant's being licensed would also enable the brokerage to make the personal assistant's compensation completely commission-based because, presumably, the personal assistant would be expected to participate in the type of sales activity for which he or she were licensed.

In conclusion, personal assistants have become a reality in the real estate profession because of their ability to perform a wide variety of secretarial, administrative, and organizational functions efficiently, which, as many brokerages and salespeople have experienced, liberates the individual salesperson to do what he or she does best—sell. With that in mind, it is nothing less than smart business to consider the costs, benefits, and risks that come with personal assistants and to understand the ramifications of the various types of employment and contractual arrangements.

In the Index are sample contract forms of the most common types of employment/independent contractor arrangements that are available to brokerages and salespeople. Each should be tailored to fit the exact needs of the parties entering into them.

IV. DO'S AND DON'TS FOR UNLICENSED PERSONAL ASSISTANTS

DO:

- Call people to schedule appointments.
- Call the owners of properties listed by the brokerage to schedule showings, closings, or inspections.
- Prepare market value analysis forms.
- Compile listing packages.
- Prepare listing presentations.
- Write and place advertisements.
- Take and develop photographs of properties.
- Address and mail open-house invitations and thank you notes to open-house attendees.
- Deliver documents such as offers and counter-offers.
- Coordinate direct mail campaigns.
- Create flyers and brochures.

- Maintain mailing lists.
- Monitor closing details.
- Coordinate closings.
- Communicate with sellers and buyers regarding delivery or pick-up of keys.
- Process sales.
- Enter listings on office “listing board”.
- Mail copies of ads to sellers.
- Install and maintain “For Sale”, “Open House”, and “Sold” signs (after satisfaction of contingencies).
- Coordinate sending of gifts, flowers, etc.
- Order legal description and plot plan.
- Prepare open house materials and prepare and mail highlight sheets as needed.
- Submit earnest money to secretary.
- Assemble For Sale By Owner and expired leads for follow up by REALTOR®.
- Mail expired and For Sale By Owner letters.
- Assist with organization of agent tour.
- If and when property is vacated, periodically inspect and oversee maintenance and care.
- Install and remove lock boxes.
- Input listings into Multiple Listing Service and handle Multiple Listing Service changes.
- Map properties for showing to buyers.
- Inform seller or buyer of title transfer and deliver or pick up keys.
- Communicate with escrow officer/branch escrow secretary to keep up to date on all activities during the escrow period.
- Gather the names, addresses, and phone numbers of all parties to the transaction, including sellers, buyers, REALTORS®, loan officer, title company, etc.
- Keep calendar of all important dates, i.e., loan application, loan approval, inspections, satisfaction of contingencies, title transfer, etc.
- Attend sales meetings at request of REALTORS®.
- Process incoming and outgoing referrals as deemed correct by the company.
- Special events promotion, organization, and implementation.
- Handle bank and trust deliveries.
- Handle all transaction record-keeping in an organized, complete, and clear manner.
- Search legal and/or city/county records.
- Compile information and keep records for income tax preparation.

DON'T:

- Make representations about the services offered by the real estate brokerage.
- Interpret documents or answer questions concerning documents.
- Ask, answer, or discuss questions concerning asking price, address, number of bedrooms, or other qualities of a property.
- Ask owners questions as to their housing needs in order to determine their interest in listing their property.
- Gather information on an owner’s house or a home an owner may be looking for.

- Provide information to the owner on properties listed.
- Request the names of others interested in buying or selling a property.
- Direct or assist in the procuring of a prospect which is calculated to result in the sale, lease, or exchange of real estate.

V. EMPLOYEE OR INDEPENDENT CONTRACTOR

The 20 factors indicating whether an individual is an employee or an independent contractor are:

1. Instructions. An employee must comply with instructions about when, where, and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved.
2. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services.
3. Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control.
4. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results.
5. Hiring assistants. An employee works for an employer who hires, supervises, and pays workers. An independent contractor can hire, supervise, and pay assistants under a contract that requires him or her to provide materials and labor and to be responsible only for the result.
6. Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals.
7. Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor can set his or her own work hours.
8. Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom he or she chooses.
9. Work done on premises. An employee usually works on the premises of an employer or works on a route or at a location designated by an employer.
10. Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control.

11. Reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control.
12. Payments. An employee is paid by the hour, week, or month. An independent contractor is usually paid by the job or on a straight commission.
13. Expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control.
14. Tools and materials. An employee is normally furnished with significant tools, materials, and other equipment by an employer.
15. Investment. An independent contractor is generally free to provide his or her services for someone else.
16. Profit or loss. An independent contractor can make a profit or suffer a loss.
17. Works for more than one person or firm. An independent contractor is generally free to provide his or her services to two or more unrelated persons or firms at the same time.
18. Offers services to general public. An independent contractor makes his or her services available to the general public.
19. Right to fire. An employee can be fired by an employer. An independent contractor cannot be fired so long as he or she produces a result that meets the specifications of the contract.
20. Right to quit. An employee can quit his or her job at anytime without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion or is legally obligated to make good for failure to complete it.

Reprinted from Department of the Treasury, Internal Revenue Service Publication 937, Cat. No. 63126N "Employment Taxes and Information Returns."

The information presented in this White Paper is not intended to be--and should not be construed as--legal advice. Before applying this information to a specific legal problem, readers are urged to seek advice from their own legal counsel.

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)

(Signature)

(Date)

(Name of Company)

By: _____

Its: _____

LICENSED PERSONAL ASSISTANT COMPENSATION AGREEMENT
(Salesperson as Employer)

This compensation agreement is made and entered into on this ____ day of _____ 20____, by and between _____ (the “Salesperson”), a REALTOR® in the _____ office of _____ (the “Company”), and _____ (the “Personal Assistant”), who is currently employed by the Salesperson as a licensed personal assistant.

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 Salesperson. This agreement is intended only to set forth the Personal Assistant’s compensation to be paid by the Salesperson to the Personal Assistant while the Personal Assistant is employed by the Salesperson.
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 Salesperson. 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 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 Salesperson from either customers or clients or from any confidential customer or client lists of the Salesperson or the Company if he or she 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 Salesperson 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. Such commission or referral fees as may be agreed upon by the Personal Assistant and the Salesperson. It shall be the Salesperson’s obligation to arrange for payment of all such fees 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 Salesperson. Upon termination of this agreement, the Personal Assistant’s rights to all further compensation hereunder shall cease.

(Printed Name of Personal Assistant)

(Printed Name of Salesperson)

(Signature)

(Signature)

(Date)

(Date)

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: _____

INDEPENDENT CONTRACTOR UNLICENSED PERSONAL ASSISTANT AGREEMENT
(Contract with REALTOR®)

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____ (the “REALTOR®”) and _____ an unlicensed personal assistant (the “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 REALTOR®. The REALTOR® and Personal Assistant acknowledge and agree that they have read and understand the Internal Revenue Service’s guidelines for independent contractors, attached hereto and incorporated herein. The REALTOR® and Personal Assistant agree 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 REALTOR® on a per hour or per job basis as agreed upon between Personal Assistant and REALTOR®.
3. **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 REALTOR® if Personal Assistant subsequently becomes an independent contractor licensee of any real estate broker within a thirty (30) mile radius of the Company office or offices with which the REALTOR® was associated during the term of this Agreement.

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

(Printed Name of Personal Assistant)

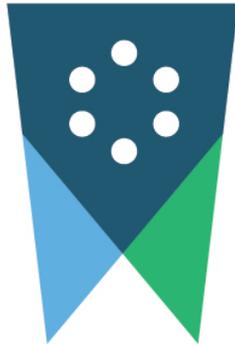
(Printed Name of REALTOR®)

(Signature)

(Signature)

(Date)

(Date)



OHIO
REALTORS®