

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND ASSOCIATE

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Goliath Real Estate is licensed as a real estate broker in the state of Florida and performs acts designated within Chapter 475, Florida statutes, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

1. Contractor Status

Broker retains Associate as an independent contractor to assist Broker in the performance of real estate-related activities. This contract is an “at will” contract, where either party may terminate this contract anytime. With respect to the clients and customers for whom service is performed within the scope of this agreement, Associate will be construed to be an agent of Broker, otherwise Associate will not be deemed as servant, employee, joint venture or partner of Broker for any purpose. Associate is not an employee for federal tax purposes, federal unemployment tax purposes, social security tax purposes, Fair Labor Standards Act purposes, state unemployment compensation purposes, workers compensation purposes and all other purposes with respect to the services performed for Broker under this agreement. Associate represents that he/she possesses a federal employer identification number or a social security number and agrees that he/she will submit proof of the foregoing upon request. Associate is responsible for paying his/her own estimated income tax payment, self -employment taxes, occupational taxes, and other taxes, if any, to the appropriate governmental entities. Broker will not withhold any taxes from compensation due to Associate and will report such income as is reportable pursuant to the IRS 1099 form, as may be required. Not in limitation of the above, Broker and Associate agree that Broker shall not be responsible for any of the following duties or obligations to Associate: Workers compensation or any similar statutory scheme for injured employees, payment of minimum wage, salary or overtime time pay pursuant to the Fair Labor Standard Act Unemployment Compensation or any similar statutory requirement; Medical plans or Benefits; retirement plans, individual retirement accounts or any similar provisions, including any contributions thereto; sick pay or leave, or any similar benefits; family or personal leave or any similar benefits ; any other statutory or common laws obligations as may be imposed upon employer, with respect to an employee. Associate is responsible for all of their own business expenses including but not limited to licensing fees, Realtor association dues, etc.

Associate specifically agrees to the above provisions and acknowledges that Broker relies upon said representations by Associate. Associate assumes all risks relative to acting as an independent contractor releasing all such rights as may be conferred upon the employee, whether specifically waived in this Agreement or not.

2. Associate Responsibilities

- a. Associate will use his/her best efforts to procure real estate-related business for Broker and will conduct his/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 licensees.
- b. Compliance Associate recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. Associate will not commit any act that violates Florida real estate license law.
- c. Fair Housing. Broker and Broker's company support and practice Fair Housing Principles. Associate has been advised that failure to comply with Fair housing principles will result in appropriate disciplinary action and possible termination of this agreement. Associate warrants and represents that it is Associates intent to keep current on developments in fair housing as it affects real estate marketing and sales, and comply with the Fair housing laws and regulations, Associate understand this acknowledgment, warranty and representations and agrees to it voluntarily.
- d. Office policy manual Broker maintains an office policy manual. Associate shall read the office policy manual and agrees to comply with the manual and such modifications, addenda and changes as may be incorporated therein from time to time. Associate shall have access to the policy and procedure manual online through the associate's login at Goliath1.com. Failure to comply with any policy may result in immediate termination of this agreement.
- e. License Renewal; Continuing Education; Dues. Associate will be responsible for timely renewing Associate's real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the State of Florida Real Estate Commission. Associate will be responsible for paying all license fees, membership dues and fines.
- f. Broker Supervision Associate will be deemed to be working under Broker's supervision only to the extent required by Chapter 475, Florida Statutes. Associate will perform all activities, including those activities Broker requires Associate to perform independently without Broker's supervision or control. Associate does not receive instructions from the Broker as to which customers the Associate should service or which property the Associate should market and sell.; and, the Associate is not required to file reports with broker concerning the Associates business conduct or status of sale. Associate is responsible for ensuring that for each transaction all documents necessary to comply with the law are executed and properly maintained in accordance with brokers administrative procedures. Any statutory or legal duty of supervision and control by Broker shall not be deemed to affect Associate's status as an independent contractor.
- g. Schedule Associate shall have control over the time when the services are performed and Associate is not required to maintain any specific work schedule. Associate is able to schedule vacation as the associate desires.
- h. Broker Property Associate acknowledges that all agency agreements taken during the terms of this agreement are brokers property. All programs, forms, date keys, manuals, signs and other paraphernalia relative to the business of Broker are Brokers property, as are all documents and other items pertaining to transactions.

- i. Property of Others In accordance with State of Florida Law., Associate will deliver to broker as soon as possible and no later than the end of the next business day following receipt, any funds or other items that a consumer has entrusted to associate in connection with a real estate transaction.
- j. Responsibility Broker will not be liable to Associate for any expenses incurred by Associate nor for any of Associate acts. Associate will 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 will be maintained only in Broker's name. Associate is responsible for providing all tools necessary to perform the duties outlined. Associate will also be responsible for providing Associate's own automobile and is responsible for transportation expenses including insurance for public liability and property damage insurance in the minimum coverage amount of what is required by the state of Florida, and other expenses incidental to performing Associates duties without receiving any reimbursement from Broker. Broker will be named as an additional insured in all such policies. Associate is responsible for all entertainment expenses or other expenses incidental to associates' responsibilities without receiving any reimbursement.
- k. Indemnification Associate will indemnify and hold Broker, its officers, directors and employees harmless from all claims, demands, suit costs and expenses, including attorneys fee at all levels of whatever nature and description to the extent based on Associates representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this agreement and office policy manual.
- l. **BROKER PRICE OPINIONS (BPOs):** Broker price opinions are prohibited to be done under the name of Goliath Real Estate. If associate is insistent on doing BPOs, the associate must get written approval from a manager prior to engaging in BPOs.

3. Compensation. All Associates will have 2 options in regards to compensation:

Sales Associate will receive commission from 50% to 90% depending on experience. All new associates will start at 50% commission. When sales associates exceed \$50,000 in total commissions, all future commissions rise to 62.5%. When sales associates exceed \$150,000 in total commissions, all future commissions rise to 75%. If sales associates records no sales or commission for a period of two years then commissions revert back to 50%. Sales associates are responsible for any MLS fees plus \$295 that occur at closing.

Option 1 –Monthly Payment \$35.00:

Associate agrees to have Associate's credit card charged \$35 per month, every month. The reoccurring fee will be charged the same day each month. It is the Associate's responsibility to make sure the payment is made on time. A late fee of \$39 will be assessed for any late payments that are more than 5 days past due.

Option 2 – Monthly Payment \$35.00 Deferred:

Sales associates can defer the monthly \$35 fees until their first closing.

All associates must have a valid credit/debit card on file. If an associate needs to change credit/debit card info, the associate may do so by entering the new card info on the member portal. The associate may authorize the above charges based on the associate's chosen option, and the associate will not dispute any payments. The Broker will cancel any automatic payments upon termination of this contract if the associate notifies in writing to Broker 30 days before wishing to terminate this Agreement or if Broker terminates this Agreement.

Sales associates can get reimbursed for all training expenses. For new associates this will occur at their first closing. For senior associates this will occur at their next closing. Training expenses are limited to the pre-approval of operation Broker of Goliath Real Estate. All pre-approvals must be in writing in the form of an email. An itemized list of expenses must be presented in an invoice and pre-approved prior to reimbursement at closings.

4. Dispute resolution This Agreement will be construed under Florida law. All disputes between Associate and another Associate in Broker's firm will be resolved by Broker. All disputes between Broker and Associate will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. .

5. Benefits: Associate will be provided no minimum salary, vacation pay, sick leave, or any other fringe benefit.

6. Modifications Broker hereby retains the right, in its sole discretion, to adjust rules, requirements, dues & other fees or charges associated with this agreement with 30-days written or electronic notice. .

7. Errors and Omissions Insurance Broker shall maintain Errors & Omission insurance which will also cover Associate. Associate is responsible for payment of the deductible amount for each claim, in the event a claim occurs. The current deductible is \$2500.00 and is subject to change without notice to Associates. Should any insurance claim arise as a result of Associate's actions after the termination of this agreement, Associate understands they are responsible for any deductible and/or expense related to such claim.

8. Collection of Fees: Broker will not be required to prosecute or sue any party in order to collect any fee for services performed by Associate. However, if Broker incurs attorney's fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from Associate's commission in the same proportion as provided for herein in the division of the fee.

9. Termination Either Associate or Broker can cancel this agreement. Broker may terminate this Agreement at its sole discretion for wrongful conduct by Associate. Broker will notify Associate in the event that it occurs. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. Upon termination the associate's unsold listings may be transferred to the Associate's new Broker. The Broker has the sole discretion in transferring or retaining each listing. If an executed contract is in place on one of the departing Associate's Listings/Sales, that Associate will be entitled to the commission to which the Associate would otherwise have received. If, however, the Broker or another

Associate had to follow up and complete the work to close, then the original Associate's earned share will be reduced at the Broker's sole discretion according to the additional work that had to be completed to bring the property to close.

10. Confidentiality: All files found on Goliath1.com or files that are provided to you from the Company, are the property of Goliath Real Estate and shall not be replicated or stored for use other than for business with Goliath Real Estate. Associate acknowledges that Broker may disclose confidential information to Associate during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to Broker, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and Broker's office policy manual, if any, are considered confidential property of Broker. Associate will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to Broker's employees or agents who must have access to the information to perform their duties for the Broker.

11. Litigation: In any litigation between Broker and Associate, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels.

12. ESCROW: Goliath Real Estate does not hold Earnest Money. Any deposits received must be immediately given to the selected Title Company or Attorney holding escrow.

By accepting and electronically signing this contract you agree to all the terms within this contract.

Please print a copy of this agreement for your records.

Option 1 – Monthly Payment \$35.00:

Option 2 -- Monthly Payment \$35.00 fees Deferred:

I Agree to the Terms & Conditions (INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND ASSOCIATE)

Associates Signature: _____

Date_____

Print Name: _____

Brokers Signature: _____

Date_____

Print Name: _____