



AGENT 2 AGENT NETWORK

2425 S. Stearman Dr., Suite 120
Chandler, AZ 85286
480-899-9010
480-899-4918 (Fax)

INDEPENDENT CONTRACTOR AGREEMENT (Plain Language Version)

This Agreement is made and entered into this _____ day of _____, 20____ in the City of Gilbert, Arizona in accordance with the Laws of the State of Arizona between **Agent 2 Agent Network, LLC** dba **Agent 2 Agent Network** ("Company") and _____, ("Independent Contractor") which will expire on the _____ day of _____, 20____. If the Independent Contractor does not renew this Agreement but continues to work as if under this Agreement, the Agreement will automatically renew for 1 year periods, unless otherwise revoked, rescinded or terminated.

Because: The Company, has developed and perfected a system for providing valuable real estate services to the public, including leasing, listing, purchasing, referral, selling, trading and other services of a distinctive nature, including marks, names, insignias, emblems, signs and other features and;

Because: The Independent Contractor is, or will be, a licensed real estate broker or salesperson in good standing with the State of Arizona;

All Parties agree to the following:

1. During the term or any extended term of this Agreement, **THE COMPANY AGREES:**

- A. To accept the Independent Contractor under its Company brokerage license as a licensed real estate broker or salesperson;
- B. To provide to the Independent Contractor the necessary administrative support and day-to day management services required to conduct business and to make available for use by the Independent Contractor a reception area, a temporary office or desk space, together with access to forms, copy machines, fax and other office equipment required to conduct business.
- C. To pay over to the Independent Contractor a portion of any real estate commissions received as a result of the Independent Contractor's efforts as a licensed real estate salesperson. The Company has the right to deduct from any commissions paid an amount equal to any indebtedness owing to the Company by the Independent Contractor. The Company shall not be liable for any commissions not collected. The Company shall pay any commissions due to the Independent Contractor within 3 calendar days of the receipt of such commissions.

2. During the term or any extended term of this Agreement, **THE INDEPENDENT CONTRACTOR AGREES:**

- A. To conduct business in compliance with the standards of conduct described by the Company's Policies and Procedures Manual, with local, state and federal laws that govern real estate brokerage, and be guided by the Code of Ethics as defined by the National Association of Realtors.
- B. To maintain a professional level of conduct so as to maintain and increase, rather than diminish, the good will and reputation of the Company.
- C. To maintain the Independent Contractor's real estate license in good standing with the Arizona Department of Real Estate.
- D. **That all real estate Seller and Buyer leads that the Independent Contractor develops will be transferred to the Operations Broker for referral. If an in network agent is not available for the lead to be developed, then all commissions earned will be subject to a 75/25 split with the Company.**
- E. To not join a local Board of Realtors, the Arizona Association of Realtors or the National Association of Realtors or if already a member of any of these organizations, to terminate any current membership.
- F. To not utilize any of the benefits of the local Boards of Realtors, the Arizona Association of Realtors or the National Association of Realtors, such as MLS or lockbox access or unauthorized usage of their designations.
- G. To permit the Company to refer all leads that the Independent Contractor provides to non-company real estate agents of the Company's choosing and to pay the Independent Contractor a referral commission as agreed to in the attached Addendum.

- H. To acknowledge and uphold the Company's commitment and support for all state and federal housing, antitrust and agency laws and to conduct all business practices accordingly.
- I. To comply with all laws and all Company policies and procedures that apply to unsolicited e-mail ("Spam") and faxes, and all local, state and Federal "Do Not Call" limitations.
- J. To comply with the guidelines in the Company's Policies and Procedures Manual relating to the use of the Company's name, domain name, logo(s), or trademarks in any and all advertising.

3. During the term, or any extended term of this Agreement, the **Independent Contractor agrees** with the following:

A. LEGAL ISSUES:

- 1. To indemnify and hold the Company harmless from any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against the Independent Contractor or the Company this will include (i) any judgments, damages, losses, costs, expenses and fees, including reasonable attorney's fees incurred by Company arising from Independent Contractor's negligence and (ii) any breach of or default in any provision of this agreement, including reasonable attorney's fees incurred by Company in enforcing any provision of this Agreement.
- 2. To defend, indemnify, and hold harmless the Company's Designated Broker of record with the Department of Real Estate from any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against the Independent Contractor or the Designated Broker. This will include (i) any judgments, damages, losses, costs, expenses and fees, including reasonable attorney's fees incurred by the Designated Broker arising from the Independent Contractor's negligence or breach of any law, regulation or standard of conduct that applies to the Independent Contractor's actions or activities as a licensed real estate associate and (ii) any breach of or default in any provision of this agreement, including reasonable attorney's fees incurred by the Designated Broker in enforcing any provision of this Agreement.

B. AUTHORITY OF THE INDEPENDENT CONTRACTOR:

- 1. The relationship created between the parties is that of an Independent Contractorship and shall not be construed or deemed to be that of employer-employee, joint venture or partnership. The Independent Contractor will have no authority to incur obligations on Company's behalf and promises:
 - A. Not to sign any contract, agreement, lease or note in the name of the Company.
 - B. Not to open or maintain any bank account or investment account in the name of the Company.
 - C. Not to endorse for collection or deposit in the Independent Contractor's personal account any check, money order or other negotiable instrument made payable to the Company.
 - D. Not to advertise, represent or appear to be authorized to act on behalf of Company.

C. TAXATION AND WORKER'S COMPENSATION:

- 1. The Independent Contractor understands that as an employee, the Company will have no responsibility to withhold or pay any income or other taxes on the Independent Contractor's compensation or to provide any insurance, retirement or other employee benefits to the Independent Contractor. The Independent Contractor will not be treated as an employee for either federal tax purposes or for the purpose of Chapter 6, Title 23, Arizona Revised Statutes, relating to Worker's Compensation.

D. AGREEMENTS AND AMENDMENTS:

- 1. This Agreement, including Schedule A and the Company's Policies and Procedures Manual, constitutes the entire Agreement between the parties.
- 2. This Agreement, including Schedule A and the Company's Policies and Procedures Manual, may be revised by the Company at any time, with written notice provided to the Independent Contractor five (5) days prior to the effective date of such revision.
- 3. This Agreement, including Schedule A and the Company's Policies and Procedures Manual, may not be revised by the Independent Contractor without a written agreement signed by all of the parties.

E. SALARIED/HOURLY EMPLOYEES:

- 1. While the Independent Contractor is associated with the Company and for 60 days after termination of this Independent Contractor Agreement, the Independent Contractor must not solicit or offer employment to any of the Company's staff during their employment with us. In the event of a breach of this provision, the Independent Contractor must pay the Company a recruitment fee of \$2,500.00 or the amount equal to the damages lost by the Company to re-hire and train a replacement.

F. TERMINATION:

- 1. This Agreement shall be considered terminated upon:
 - A. The expiration, suspension, revocation or termination of the Independent Contractor's real estate license for any cause or reason whatsoever.
 - B. The voluntary or involuntary proceeding in insolvency, bankruptcy, or assignment for the benefit of creditors, or upon the appointment of a receiver for the assets or affairs of the Independent Contractor.
 - C. 30 day written notice from either party to the other party of the intent to terminate this Agreement for breach of any provision.
 - D. 30 day written notice from either party to the other party of the intent, with or without cause, to terminate this Agreement.
- 2. Upon termination of this Agreement, for any cause, the Independent Contractor agrees to cease the use of any and all sales materials or similar items that bear the name or inscription of Company, in any manner.

3. Upon termination of this agreement, for any cause, the Company will continue to pay the Independent Contractor's commission on transactions pending as of the termination date, upon the successful close of escrow, in accordance with the terms set forth on the Schedule A of this Agreement. The Company shall be deemed released from all claims for commissions not yet earned under law by the Independent Contractor.

4. LEGAL CONSTRUCTION:

All parties agree that this Agreement shall be construed in accordance with the statutes, laws and decisions of and effective within the State of Arizona. If any portion or provision of the Agreement be deemed invalid or void at law, this Agreement shall be construed as though such portion or provision had not been inserted, and the remainder of this Agreement shall remain in full force and effect. Title to paragraphs used in this Agreement are for convenience only and shall not be construed as a part of this Agreement or construed as to define, limit or amplify the provisions contained.

5. WAIVER:

All parties agree that the waiver of, default of, or failure to strictly enforce any of the provisions of this Agreement by either party, shall not constitute a waiver of such parties' right to demand strict performance of any other provision of this Agreement.

6. ASSIGNMENT:

This Agreement may not be assigned in whole or part by the Independent Contractor, except upon the Company's prior written consent. This Agreement may be assigned by the Company to any successor to its business in whole or in part.

7. BINDING EFFECT:

This Agreement shall be binding and provide benefit to the current parties and their respective heirs, personal representatives, assigns and successors and shall be enforceable within law or equity by specific performance, injunction or otherwise.

SCHEDULE A – FEE SCHEDULE

1. MEMBERSHIP FEE - \$325 per year

2. REFERRAL COMMISSIONS:

The Independent Contractor shall receive a 25% referral commission from each successfully closed transaction. The 25% will be calculated from the gross referral side commission received. **If the Independent Contractor refers a client/transaction to an AEP or AEC agent their referral commission will be subject to an 80/20 split with the company and if Independent Contractor refers a client/transaction to a brokerage outside of the network, commissions will be subject to a 60/40 split with the Company.**

The parties hereby execute this Agreement on the day and year indicated above.

Company:

Independent Contractor:

**Agent 2 Agent Network, LLC
dba Agent 2 Agent Network**

By: _____
Designated Broker/Mike A. Abel Date

Printed Name

**2425 S. Stearman Dr., Ste 120
Chandler, AZ 85286**

Signed Date

AUTHORIZATION FOR LICENSE TRANSFER

I hereby authorize Agent 2 Agent Network, LLC d/b/a Agent 2 Agent Network to access the Website of the Arizona Department of Real Estate on my behalf, for the purpose of transferring the registration of my real estate license to **Agent 2 Agent Network**.

Signed

Date

CONTINUING EDUCATION

I hereby agree to remain in compliance with the **Arizona Department of Real Estate** with regards to my Continuing Education requirements. I acknowledge that I understand that I must complete and submit to the **ADRE** the required Continuing Education every 2 years. I understand that all CE course information must be submitted to my personal page on the **ADRE** Online Licensing website to be in compliance.

Signed

Date

TERMINATION

I hereby agree to meet with the Broker of **Agent 2 Agent Network** to give my 30 days written notice, to review my program and to go over any deals that are in progress. I further agree to turn in any and all outstanding paperwork for files that are in progress as well as pay any outstanding balances owed to **Agent 2 Agent Network**. If for some reason, I cannot make my payment in full, I will sign a promissory note and make payment arrangements that are acceptable to both parties.

Signed

Date