



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between Tierra Antigua Referral (hereinafter called "Broker") and _____, Independent Contractor acting as ____ Salesperson or ____ Associate Broker (hereinafter called "Agent").

WHEREAS, Broker is an Arizona company which is licensed or whose officers are licensed to engage in real estate brokerage activities in Arizona, and

WHEREAS, Broker was organized and established for the sole purpose of referring prospective purchasers and/or sellers to Tierra Antigua Realty and other companies in the United States,

WHEREAS, Agent is a real estate licensee in good standing in Arizona,

Now therefore, Broker and Agent mutually covenant and promise to enter into the following Articles of Agreement and the Broker's Policy and Procedure Manual:

- A. AGENT understands and agrees that so long as AGENT'S license is held by BROKER, the AGENT'S real estate activities shall be limited in accordance with the terms and conditions of this Agreement and the policies established from time to time by BROKER, AGENT shall not be authorized to list, lease, show or sell real estate or enter into contractual obligations on behalf of the BROKER.
- B. AGENT agrees to refer prospective purchasers, sellers, landlords, or tenants of real property to BROKER, in accordance with the policies established from time to time.
- C. AGENT agrees to conduct himself/herself at all times in accordance with applicable laws, rules, and regulations, code of ethics and other professional standards of the real estate industry.
- D. The usual and customary referral fee as established by the policies of BROKER shall be paid to AGENT in accordance with the current practices of BROKER. In no event shall BROKER be liable to AGENT for any fees not collected by BROKER nor shall BROKER be obligated to pursue collection and any such fee on behalf of AGENT.

- E. BROKER shall not be liable to AGENT for any expense incurred by AGENT or for any of his./her as specifically required by law, AGENT shall have no authority to bind BROKER by promise or representation unless specifically authorized to do so in writing.
- F. AGENT and BROKER agree during the term hereof at their own expense, to keep their respective real estate licenses in full force and effect, and AGENT agrees to pay for his/her own licenses, professional dues and fees, taxes and contributions payable to federal state, county, or local government agencies or any other government instrumentalities arising out of his/her activities as AGENT. Neither party shall be responsible for the fees, dues, taxes or contribution of or due from the other party. Failure on the party of either party hereto to keep his/.her license in good standing shall automatically terminate this contract.
- G. It is the parties' intention that as far as he/she shall be in conformity with the law, AGENT shall be an independent contractor and not an employee of BROKER. AGENT in under the control of BROKER as to the result AGENT'S work only and not as to the means by which such result is accomplished. AGENT understands that as an independent contractor, he/she is not considered an employee and he/she is not, subsequent to the termination of this contract, be entitled to unemployment compensation benefits, and that therefore, no employment security taxes will be paid on behalf of AGENT by either BROKER or AGENT. AGENT further understands that BROKER is not providing workman's compensation insurance or any other type of insurance for the benefit of AGENT, and AGENT is not an employee of BROKER, for federal, state, or local tax purposes.
- H. AGENT agrees to indemnify BROKER and hold it harmless from all claims, demands and liability, including costs, attorney fees, and damages of any nature, actual or punitive, to which BROKER is subject by reason of any action taken or omitted by AGENT, or misrepresentation, promises, or untrue statement made by AGENT during the life of this contract or accruing there from.
- I. This contract and the association created hereby may be terminated by either party at any time upon notice given to the other, but the rights of the parties to any fees which occurred prior to the time of said notice will not be divested by such termination.
- J. This contract and the REFERRAL Policy, receipt of which AGENT hereby expressly acknowledges, constitute the entire agreement between the parties hereto. AGENT expressly acknowledges BROKER'S right to modify said Policy from time to time as

determined appropriate by BROKER'S management; AGENT further acknowledges BROKER'S right to establish certain minimum performance criteria and to change AGENT'S certain fees in connection with AGENT'S association with BROKER.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____, agree to the terms and conditions herein, and acknowledge receipt of a copy.

AGREED:

By: _____
(Agent's Signature)

By: _____
(Designated Broker's Signature)



ERRORS AND OMISSIONS INSURANCE FORM

Tierra Antigua Referral agents are **NOT** covered by errors and omissions insurance policy which would provide protection against claims and losses. Therefore, Tierra Antigua Referral agents may not work directly with the public in the sale or marketing of any real estate.

Tierra Antigua Referral agent may **ONLY** make a referral of a prospect to a full-time licensed sales associate of their choice. This sales associate must be covered by his/her company's errors and omissions insurance policy.

By signing below I agree with and understand the above.

Agent

Date



Agent Personal Information

Name: _____

DOB: _____

Social Security No.: _____
For 1099

Address: _____

Phone No.: _____

Alt Phone No.: _____

Fax: _____

Email: _____

Spouse _____

* Please be sure to notify us immediately if any of your personal information has changed.

For office use only—please do not write below this line

Hire Date: _____

License Expiration Date: _____