

ALTERNATE FORM OF INDEPENDENT CONTRACTOR AGREEMENT
PREPARED BY NEW YORK STATE ASSOCIATION OF REALTORS, INC.

AGREEMENT

THIS AGREEMENT, (hereinafter "Agreement") made and entered into this ____ day of _____ 201____, by and between _____ (hereinafter "Sales Associate") and _____ (hereinafter "Broker").

WHEREAS, the Sales Associate and the Broker are both duly licensed pursuant to Article 12-A of the Real Property Law of the State of New York; and

WHEREAS, the Sales Associate and the Broker wish to enter into this Agreement in order to define their respective rights, duties and obligations.

NOW THEREFORE, in consideration of the terms, covenants, conditions and mutual promises contained herein, and other good and valuable consideration, it is hereby stipulated and agreed as follows:

1. The Sales Associate is engaged as an independent contractor associated with the Broker pursuant to Article 12-A of the Real Property Law and shall be treated as such for all purposes, including but not limited to Federal and State taxation, withholding, unemployment insurance and workers' compensation; and

2. The Sales Associate (a) shall be paid a commission on his or her gross sales, if any, without deduction for taxes, which commission shall be directly related to sales or other output; (b) shall not receive any remuneration related to the number of hours worked; and (c) shall not be treated as an employee with respect to such services for Federal and State tax purposes; and 3. The Sales Associate shall be permitted to work any hours he or she chooses; and

4. The Sales Associate shall be permitted to work out of his or her own home or the office of the Broker; and

5. The Sales Associate shall be free to engage in outside employment; and

6. The Broker may provide office facilities and supplies for the use of the Sales Associate,

but the Sales Associate shall otherwise bear his or her own expenses, including but not limited to automobile, travel and entertainment expenses; and

7. The Broker and Sales Associate shall comply with the requirements of Article 12-A of the Real Property Law and the regulations pertaining thereto, but such compliance shall not affect the Sales Associate's status as an independent contractor nor should it be construed as an indication that the Sales Associate is an employee of the Broker for any purpose whatsoever; and

8. This contract and the association created hereby may be terminated by either party hereto at any time upon notice given to the other; and

9. This Agreement is deemed to have been entered into in, and will be construed and interpreted in accordance with the laws of the State of New York; and

10. BY SIGNING BELOW THE UNDERSIGNED STIPULATE AND AGREE THAT THEY HAVE COMPLETELY READ THIS AGREEMENT, THAT THE TERMS HEREOF ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY THEM AND THAT THIS AGREEMENT IS NOT SIGNED UNDER DURESS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SALES ASSOCIATE

BROKER